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The Solicitors' Journal

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Current Topics.

The Right to prefer Creditors.

AN INTERESTING case on the right of a personal representative to prefer creditors in an insolvent estate is *Re Williams: Richards* v. *Williams* [1930] W.N. 167. A farmer died intestate in April, 1927, and his widow took out letters of administration to his estate. The estate consisted mainly of farming stock which the administratrix arranged with auctioneers to sell, but the sale was not to be held until September, when it was thought a better price could be realised than at an immediate sale. One of the creditors of the estate pressed for payment and the administratrix gave a written authority to the auctioneers to pay him out of the proceeds of the sale, the sum to be a first charge on the proceeds. Later another creditor brought an action for his debt and signed judgment but did not proceed to execution on receiving an authority to the auctioneers to pay him out of the proceeds of the sale, after paying the first creditor, and an undertaking by them to do so. The auction took place but realised considerably less than was expected, not enough in fact to pay the two creditors referred to, and it then appeared that the estate was insolvent. The question was whether or not the two creditors before mentioned were entitled to be paid so far as the proceeds of the sale would extend in preference to the other creditors. For the other creditors it was contended that the estate being insolvent must be administered under the Administration of Estates Act, 1925, s. 34 and 1st Sched., Pt. I, which imported the Bankruptcy Act, 1914, s. 33, and therefore all the debts must be paid *pari passu*; and further that although s. 34 (2) of the Administration of Estates Act preserved the right of the administratrix to prefer creditors, that right could only be exercised by actual payment or a legal charge, and that the authorities to the auctioneers for payment out of the proceeds of sale, although good equitable assignments, were not a sufficient exercise of the right. Mr. Justice FARWELL held that by giving the two creditors equitable assignments of moneys to arise from the sale the administratrix was in fact exercising her right to prefer, because as soon as the moneys came into the possession of the auctioneers the two creditors could have recovered them without any further steps on her part. The precise point does not seem to have been decided before, but on the authorities it is difficult to see why there should be any difference for this purpose between an assignment enforceable only in equity, provided it is complete, and a legal assignment or charge.

Nuisance by Noise.

IN *Gladstone* v. *Murray Wilson*, reported in *The Times*, 28th June, FARWELL, J., granted an interim injunction restraining the defendants, husband and wife, from keeping, or permitting to be kept, at Holland Park Villas, any dogs so as to cause a nuisance to the plaintiff by their barking. Later, by the consent of the defendants, the injunction was made perpetual, the motion being treated as the trial of the action. Evidence was given that the defendants kept no less than eight dogs on their premises. However, one dog which barks most of the night may entirely deprive an invalid or nervous person of needed sleep, and so may a crowing cock, like that which disturbed CARLYLE. Piano lessons, loud speakers and gramophones may intensely irritate certain sensitive persons. A High Court action to silence one dog or one fowl may appear like the use of a Nasmyth hammer to crack a nut, and it seems a pity that a cheaper and swifter process is not available against selfish or unreasonable neighbours. We discussed the matter generally in a leading article in 1928, "Urban Quietude by Law," 72 SOL. J. 671, with the suggestion that the creation of "Zones of Silence" might be possible for those unduly sensitive to noise. As pointed out there, however, the noisy vehicle is a more difficult problem than the noisy animal, for the latter can be silenced by injunction, whereas the former may arouse its victim on the point of sleep, and be out of sight before he can even take its number. The only really effective remedy would be to prevent certain streets being used as thoroughfares during the night by physical barriers. Some standardisation of motor horns might also be useful, and a more or less musical note required, even if the patentees of those which emit raucous bellows or honks had to receive compensation. Possibly, with a police licence, special horns might be allotted to doctors and other persons entitled to be in a hurry, on the undertaking in each case that they should not be used without good reason.

Chastisement of a Servant.

IN A case of assault at Watford, where a mistress was accused of striking a servant, the solicitor who appeared for the defendant somewhat boldly suggested that the relationship of the parties justified correction in this way. The magistrates' clerk, however, dissented without hesitation. As in *R.* v. *Jackson* [1891] 1 Q.B. 671, ancient authorities can be quoted in support of the proposition that a master has the right of corporal punishment. Thus "Blackstone," 1765 edition, Vol. I, p. 416: "A master may by law correct his apprentice or servant for negligence or other misbehaviour, so it be done with moderation." He continues, however, "though, if the master's wife beats him, it is good cause of departure." In the circumstances, therefore, since the defendant lived with her husband, who presumably employed and paid the servant, a nursemaid, "Blackstone" could not be cited in her favour. In respect of the modern law, however, perhaps the statement

of it in "Smith's Master and Servant," 7th ed., p. 72, may be preferred: "It is conceived, notwithstanding passages which may be found in the books apparently to the contrary, that no master would be justified by the law of England even in moderately chastising a hired servant of full age for dereliction of duty, and that, where the books speak of a master being justified in moderately chastising his servant or apprentice they must be taken to apply to the case of a servant or apprentice under age." Perhaps even the limited right suggested may be doubted in the case of a youth or maiden of nineteen or twenty. In *Phillips* v. *Clift* (1859), 4 H. & N. 168, WATSON, B., distinguishes the cases of servant and apprentice in respect of physical correction, since the former can be instantly dismissed for misconduct which would justify beating, whereas the master has no right to dissolve the contract of apprenticeship. In *R.* v. *Josephson* (1914), 30 T.L.R. 243, the master's correction of a girl apprentice was obviously outrageous and beyond any possible right. In *R.* v. *Jackson*, *supra*, Lord HALSBURY observed (p. 679): "Such quaint and absurd dicta as are to be found in the books as to the right of a husband over his wife in respect of personal chastisement are not, I think, now capable of being cited as authorities in a court of justice in this or any civilised country." Probably this would be applied to the dicta as to the right of a master to chastise a servant. In *Cooper* v. *State* (1877), 35 Am. R. 704, a Tennessee case, it was held that a master had no right to beat a male negro servant, aged seventeen, for neglecting his work.

Challenging Women Jurors.

IN A recent case at the Central Criminal Court the Recorder is reported to have refused to give effect to a prisoner's objection to two women jurors. "The principle of objecting to sex, so far as a jury is concerned, is entirely wrong, and is a method of defeating the Act of Parliament." This pronouncement is sound if, as we suppose, the indictment was for misdemeanour, but in indictments for felony the accused has twenty peremptory challenges, that is challenges made without reason assigned: see 6 Geo. IV, c. 50, s. 29, and "Archbold's Criminal Pleading," 27th ed., p. 197. The prisoner may not like red hair or blue eyes, or artificial legs, or cloche hats. He may be a misogynist and object to women, or a vegetarian and object to butchers. He can say nay, and none can contradict him and say yea, until he has exhausted his score of objections. In *R.* v. *Williams* (1925), 19 Cr. App. R. 67, this very point of refusing to give effect to the challenge of a woman juror was before the Court of Criminal Appeal, and the refusal was condemned; a new trial was ordered. The fact that the accused gave a frivolous reason did not matter, because he was charged with felony and need not have given any reason at all. Whether the law should permit challenges which in fact are on the ground of sex is another matter. But if peremptory challenges are to be maintained it is very difficult to see how the matter could be dealt with, except by enacting that a challenged juror shall always be replaced by one of the same sex, a procedure which in practice would be almost unworkable, for there would always have be to in waiting more than twenty jurors of each sex. The real remedy would be to reduce the number of peremptory challenges. If this were done the law should assimilate misdemeanours and felonies on this point. That obsolete distinction ought, indeed, to be abolished for all purposes.

Meaning of "Premises."

THE FINAL stage in the battle of *Whitley* v. *Stumbles* was reached in the House of Lords on 27th June, when Lord HAILSHAM delivered the judgment of the House in that case. The learned referee under the Landlord and Tenant Act, 1927, had reported that the fishing rights which were let along with an hotel, and which constituted the main attraction of the hotel, were "premises" within s. 5 (1) of the Act, and should be comprised in any new lease to be granted by the tribunal under s. 5 (2). The learned county court judge, however, disagreed with the referee and remitted the matter to him for his further report. The Divisional Court held that the referee was right and upset the decision of the county court judge; the Court of Appeal affirmed the judgment of the Divisional Court; and now the House of Lords has upheld the judgment of the Court of Appeal. It must be conceded that the Act is not a masterpiece of legislative draughtsmanship and that (as Lord Justice SLESSER pointed out [1930] 1 K.B., at p. 402) the Legislature has not "condescended to define the sense in which the word 'premises' should be read." The popular meaning of the word is, of course, "buildings," but in legal language it means the subject before mentioned, and it may in the latter sense include such incorporeal things as easements and profits. Lord Justice SCRUTTON, interpreting the Act on the basis of the well-known canons of construction laid down in *Heydon's Case* (1584), 3 Rep. 7 (a), and approved by Lord LINDLEY in *In re Mayfair Property Co.* [1898], 2 Ch. 28, 35, had pointed out that the interpretation of the word "premises" according to its technical meaning, fitted in with the purpose of the Legislature "in curing the evil existing before the passing of the Act of 1927." Lord HAILSHAM emphatically upheld this view. He said: "Any other construction would defeat the purpose of the Act, which was that a tenant should, in the circumstances mentioned in the Act, by obtaining a new lease of the premises, be enabled to carry on thereat his trade or business as before." Thus fails this latest gallant attempt to drive a carriage and pair through the Landlord and Tenant Act, 1927.

Non-Access proved *aliunde*.

IN *Hadlow* v. *Hadlow, The Times*, 23rd July, 1930, a divorce case, the husband petitioned for divorce on the ground that his wife had given birth to a child of which he was not the father. In support of his case, he called his own father, who swore that the petitioner, against whom the respondent had obtained a maintenance order for desertion, had come to live with him a considerable time before the child could have been conceived, and had lived with him ever since, having neither slept out of the house nor been away for a holiday. HILL, J., observed that he did not know how otherwise a working man could prove non-access than by such evidence, and pronounced a decree *nisi*. The most obvious moral of the case is that, if the husband had had to travel about or had lived near his wife during the relevant period, he would not only have been precluded from obtaining divorce by the rule established in *Russell* v. *Russell* [1924] A.C. 687, but would have had to maintain and suffer to be reputed another man's child as his own. By a fortunate accident, therefore, he avoided that fate, for, the maintenance order having been made only three months before the child was born, *Andrews* v. *Andrews and Chalmers* [1924] P. 255 (laying down that the presumption of paternity did not apply when the parties are judicially separated) would be distinguishable. The rule is stated to be founded on "decency, morality and policy" (*Russell* v. *Russell*, p. 697), though why it should be indecent, immoral and impolitic to allow an unfortunate husband whose wife has borne a bastard child to prove the fact when he is in a position to do so is not so clear. He is always allowed to give evidence of his wife's adultery by any other means, and the adultery which results in the birth of a child after a wife has deliberately refused her husband his rights may be regarded as that of the utmost aggravation possible. Moreover, the question whether evidence is decent (and in the Divorce Court, of all places) is surely subject to the more important one whether it is necessary for the purposes of justice. The rule, most narrowly surviving by a majority of one in the House of Lords, which reversed the judgments of the Court of Appeal and court of first instance, is plainly capable of working intolerable hardship, and should be reviewed by Parliament. The case against it is well stated in the short but very powerful judgment of Lord CARSON in *Russell* v. *Russell*.

Criminal Law and Practice.

CHILDREN TRIED ON INDICTMENT.—Since a court of summary jurisdiction, including, of course, a juvenile court, can try summarily any offence by a child (or young person) except homicide, and since nowadays very few children receive any treatment other than remedial, rather than punitive, in a juvenile court, it is not surprising that the trial of a child at assizes or quarter sessions is a rarity. However, the right to trial by jury remains, and by s. 10 of the Summary Jurisdiction Act, 1879, the court is bound to ask the parent or the guardian of the child if he objects to the case being dealt with summarily.

A recent case, reported from Stoke Quarter Sessions, calls attention to the disadvantage of trial on indictment. The learned Recorder passed severe strictures upon the father of an eleven-years old child because he had elected to have his daughter tried by jury on a charge of stealing, and thus "made her a criminal." "If you had allowed the case to be tried by the Children's Court," he said, "no conviction would have been recorded against her."

The child was handed over to the probation officer.

It is perfectly true, as will be seen from s. 1 of the Probation of Offenders Act, 1907, that, whereas a court of summary jurisdiction can put a person on probation without proceeding to conviction, it is otherwise where the trial is on indictment, where the relevant sub-section begins: "Where any person has been convicted on indictment."

So long as the law allows parents to claim that their children should be tried by jury they are, of course, entitled to exercise their right, though it may involve waste of time and money, and may be disadvantageous to the child. Many people with experience of juvenile courts think that it is time this right was abolished. Our own view is that trial of children by jury is almost always quite unnecessary; and that on the balance there is less harm in abolishing it than in retaining it. If it were abolished, the right of appeal should be made complete by a provision that there should be an appeal against an order committing a child to an industrial school.

ASSUMING JURISDICTION.—Not for the first time Mr. Justice ROCHE has called attention to a too wide exercise of the power conferred on courts of summary jurisdiction by s. 24 of the Criminal Justice Act, 1925, to deal with indictable offences instead of committing them to assizes or quarter sessions. The learned judge pointed out that the section is permissive only, and that it is not in the interest of justice and the preservation of law and order to treat crime lightly. A careful perusal of the section shows that it was never intended that wherever jurisdiction could be assumed to try summarily it should almost automatically be assumed. On the contrary, there are many limitations if the justices' discretion is to be properly exercised. Neither the keen desire of the defendant to be tried quickly, nor the anxiety of the prosecution to save expense and loss of time, should be sufficient to outweigh other and graver considerations. Really serious cases are evidently intended to be sent for trial. Statements in the press sometimes lead one to suppose that justices are occasionally influenced by the attitude of the particular quarter sessions to which they would have to commit. It would seem hardly proper to take this into consideration when deciding whether or not to try summarily. If the examining justices do their duty under the section it is no part of their responsibility if quarter sessions choose to deal with a case with what appears to the justices to be undue leniency or undue severity.

A DEFAULTING SOLICITOR.

Mr. Herbert Taylor, a solicitor, of 32, Victoria-street, Westminster, and London Wall, E.C., was on Thursday, the 24th July, struck off the Roll of Solicitors for the alleged misappropriation of £64 paid to him by a client for a specific purpose.

Ulterior Purpose and De-rating.

THE fundamental question which arose in the de-rating cases recently decided by the Court of Appeal was whether, in ascertaining the primary purpose of the occupation and use of the hereditament which it was sought to be de-rated, the court was limited in its consideration to what was happening in the hereditament itself, or whether the court could look at what was going to be done with the manufactured product outside the hereditament. In other words, could the court have regard to the ulterior purpose of the hereditament?

It was a question of very considerable pecuniary importance, and had given rise to vital differences of judicial opinion in deciding cases under the Rating and Valuation (Apportionment) Act, 1928, commonly known as the De-rating Act, though the actual benefit of de-rating was conferred by the Local Government Act, 1929.

The object of the two Statutes referred to was to benefit the manufacturers and industrial producers of England and Scotland by relieving them of some part of their rates at the expense of the British taxpayers. The Court of Appeal recently heard and disposed of seventeen de-rating appeals together, as they were the first to come before them.

In the course of his judgment, Lord Justice SCRUTTON dwelt on the difference in appeal procedure, in these cases, between England and Scotland, as a result of which, as his lordship pointed out, when the English Divisional Court reached its first appeals before Easter of 1930, it found itself confronted by a large volume of final decisions of the Scottish Lands Valuation Appeal Court, and there was before the Court of Appeal a volume containing nearly one hundred Scottish decisions, many of them relating to trades and hereditaments very similar to those coming before the English courts.

The language of the Acts gave rise to great difficulties and differences of opinion on questions of law and fact. In the result, certain industries which could hardly be supposed to be in need of pecuniary assistance, such as breweries, tobacco factories and newspaper proprietors, have obtained the benefit of relief from part of their rates.

The Rating and Valuation (Apportionment) Act, 1928, which provides the machinery for de-rating, proposes, by its preamble, with a view to the grant of relief from rates in respect of certain classes of hereditaments, to set up certain valuation lists. The amount of relief to hereditaments in those lists is settled by the Local Government Act, 1929.

The hereditaments to be relieved are set out in the Act of 1928, and these include "(2) industrial hereditaments," with which each of the seventeen cases recently decided by the Court of Appeal were concerned. The expression "industrial hereditament" means a hereditament occupied and used as a factory or workshop, but not primarily used for any one or more of the purposes specified in the proviso to sub-s. (1) of s. 3 of the Act of 1928. Among these specified purposes are the purposes of a retail shop; the purposes of distributive wholesale business; purposes of storage; and any other purposes which are not those of a factory or workshop.

To illustrate the devastating effect of the doctrine of "ulterior purpose" on de-rating, Lord Justice SCRUTTON mentioned two concrete cases. Suppose a factory in Birmingham made goods for sale at a retail shop belonging to the same owner in Leeds, could the Birmingham hereditament be properly said to be occupied and used primarily for the purposes of a retail shop at Leeds? If it could, it would not be de-rated. Again, suppose the owner of the Birmingham factory sold all his products wholesale from his offices at Leeds, Liverpool and Manchester, could the Birmingham hereditament be said to be primarily used and occupied for the purposes of a distributive wholesale business? If it could, it would not be de-rated.

"If," the lord justice continued, "this construction is correct, there will be practically no de-rating, for almost every factory makes its goods to be sold wholesale or retail.

If that is to be treated as the primary purpose, there is an end to de-rating."

Herein lies the difference between the views of the English Divisional Court and the majority decisions of the judges of Lands Valuation Appeal Court in Scotland. The majority of the Scottish Court did not go outside the hereditament itself to find what was its primary purpose. But the English Divisional Court held that the court, in finding what was the primary purpose of the occupation and use of a hereditament, had not merely to look at the way in which the hereditament itself was occupied and used, but the reason why it was so occupied and used. They held that that was involved in the word " purposes," and that the reason might be found outside the hereditament, in other words, that the ulterior purpose of the hereditament must be considered.

Lord Justice SCRUTTON pointed out in his judgment that that view of the word " purposes " would practically destroy the De-rating Act, for almost every factory was run for the purpose of selling, either wholesale or retail, and frequently outside the hereditament in question, the goods made in the factory, or for using those goods in the trade of the owner carried on outside the hereditament. If those facts could be used as the purpose or " reason why," nothing worth mentioning would be left to be de-rated. But the De-rating Act did intend to give extensive relief.

The fact that the products of a factory were used outside the hereditament in the trade of the owner, wholesale, retail, or to carry on a trade, was no reason for treating the primary purpose of the hereditament as other than a factory purpose. The use and purpose must be limited to the area of the hereditament.

The proviso dealing with primary purposes, said the lord justice, was intended to cover the following state of things. If there was in a hereditament something which was a " factory or workshop," but there was also something which was not a factory or workshop, e.g., a dwelling-house, a retail shop, the office of a distributive wholesale business, or a large store, and if, after considering the relevant evidence, the area and respective values of the various uses of the hereditament and comparison of the amount of work done under each head, the court was satisfied that the primary, principal, substantial use and purpose of the hereditament was non-textile, the court would not de-rate, for the hereditament was not industrial. But unless the court was satisfied of that, the premises must be de-rated, but under s. 4 of the Act of 1928, the hereditament could be apportioned between industrial and non-industrial.

The principles to be applied in deciding whether or not a hereditament was to be de-rated were summed up in this way :—

(1) There must be on the hereditament a factory or workshop.

(2) So far as that factory or workshop was not specified in the two parts of Sched. VI in the Factory and Workshop Act, 1901, it would be carried on " for trade or gain " if its products were to be sold in trade or were directly used in carrying on a trade. The fact that the products were only used to enable a trade to be carried on did not prevent the manufacture being for trade or gain.

(3) Whether sorting operations could come within " manufacture " to make the premises a factory or workshop was a question of degree in each case.

(4) A hereditament with a factory in it would be excluded from de-rating if the primary purpose and use of the hereditament was a non-factory purpose, but not unless that could be proved.

(5) In determining the primary purpose, the immediate and not the ulterior purpose must be considered.

The fact that a product made on the hereditament was to be sold or used for a non-factory purpose off the hereditament was not enough to deprive the hereditament of the benefits of de-rating.

The Solicitors' Clerks' Pension Fund.

We have much pleasure in publishing the following interesting letter from Mr. John Smeaton :—

Sir,—My attention has only recently been drawn to an article on the subject of this fund, which appeared in the issue of your Journal of the 5th July.

The initiation of this fund is a matter of such importance both to solicitors and their clerks, that your readers are, I think, entitled to expect your Journal to devote serious consideration to that subject. I cannot, therefore, refrain from expressing in the first place my disappointment at the inadequacy of the article in question. A perusal of the article, moreover, discloses that the writer, who appears to have spent far more time studying the work and capabilities of " unqualified " clerks than the fund he criticises, notwithstanding his obvious ignorance of the subject, does not hesitate to throw doubt upon the principles on which the fund is based, and the part taken by The Law Society in initiating the fund. It is possible that some of your readers may be misled by the article, and I feel that a reply should be made.

It is not the function of The Law Society to promote any scheme such as the fund, but The Law Society have, nevertheless, devoted a great deal of time and trouble to the fund in its preliminary stages, and have consented to act as trustee, and those who benefit from the fund have every reason to be grateful to The Law Society for the action which they have taken.

The writer of the article is so anxious to record his opinion that the fund should have been launched earlier, that he is no doubt unaware of the difficulties that had to be overcome before the fund could be started with the assurance of the minimum support required to make it a success.

Before the fund was initiated it received great consideration from both employers and clerks. Other schemes were considered, and the present scheme chosen as being the one most suited to the needs of the legal profession. It is a genuine attempt to improve the lot of the clerk, to promote *esprit de corps* between employer and clerk, and to enable a clerk to insure against old age, and I, as a clerk, welcome it, and am one of the first members.

The writer of your article suggests that the fund should provide for subscriptions at a flat rate, whatever the age of the members, and that the hopeless insolvency of the fund which must result from the adoption of any such proposal should be mitigated by donations from quarters vaguely indicated. A little thought would have prevented him from committing himself to so crude a criticism, since it is obvious that, as the number of clerks who will from time to time, in the future, become members of the fund, and their respective ages at the time of admission to membership cannot be estimated with any degree of accuracy, the sum, which must necessarily be large, to be given by outside sources to place the fund on an actuarially sound basis also cannot be estimated ; and what employer or clerk would contribute to a fund actuarially unsound ?

Would the younger clerk, who may be contributing to the fund for thirty-five years or more, agree to pay a higher contribution for that period to assist a clerk who is older and in receipt of a greater salary to obtain a pension for more than the amount to which the older clerk's contribution entitles him ? I doubt it. Will the employer agree to pay that increased contribution for thirty-five years ? Why should he ?

Does the writer of the article really believe that all that need be done is to appeal for funds and they would be received ? Would the Bar (although their generosity and appreciation of the work of the solicitors' clerk is well known) contribute sufficiently to an appeal of that nature ? Would the employer contribute to that appeal as well as contribute to the fund the sums necessary to meet the cases of individual clerks in his own

employment ? Would the "other sources too numerous to mention," but unfortunately unknown to me, respond to that appeal ? Would any such appeal be successful ? I think not. The writer of the article shows that what he lacks in sensible appreciation he makes up for in his unbounded optimism, but he is careful not to indicate too clearly the untapped sources of wealth which he suggests exist.

Has he considered the effect which such an appeal for funds would have upon the Law Clerks Societies which exist and have existed for years to benefit the law clerk in sickness and distress ? The originators of the pension scheme fully appreciate the work done by these societies, such as the United Law Clerks Society, to name the largest, and have no wish, I am sure, to do anything detrimental to the interests of these societies, whose benefits are of a different nature to those provided for by the pension scheme, and which, I sincerely trust, will continue their existence for many years to come, and indirectly obtain great benefits from the fund.

The rules of the fund, in fact, provide that a lump sum may be paid for the purpose of reducing the contributions of a particular member to the sum which would have been payable if he had been admitted at an earlier age. This provision is designed to meet the case of an employer who desires to make such provision for a particular member, either at the date of admission or possibly by way of bonus from time to time, and also for the case of a clerk who desires to become a member, but who feels that the length of his service with his present employer does not justify him in asking his employer to pay one-half of a comparatively heavy contribution. No doubt many will take advantage of this provision, and the lump sums so contributed will quite properly be paid by those who will benefit from them.

The writer of your article complains that the fund is voluntary and contributory. Approximately 15,000 practising certificates are taken out annually and approximately 20,000 male clerks are employed by solicitors. Is it possible to force a contributory pension fund upon 10,000 employers (upon the assumption that two out of every three solicitors holding practising certificates are also employers), the annual income of many being quite small, without in any way adversely affecting the position and remuneration of the clerks ? We know that the larger commercial institutions, particularly banks and insurance companies, have their pension schemes, but their position cannot in any way be compared with the employer of a few clerks, and it would be courting failure for the employer or body of employers to attempt to do as the banks and insurance companies can do with their vast resources.

The clerk does not want a fund which he *must* join. He is far more interested in a fund in which he may participate of his own free will, and in which he may, by his proper representatives, participate in the management. He is aware that for every pound he contributes his employers will do likewise. He is helped by his employer and by himself, and self-help is the only help which gives real satisfaction to the recipient.

Individual employers and individual clerks may have special reasons for not joining the fund, but there is every reason to anticipate that in a short time the great majority of solicitors' clerks of suitable age throughout the country will have joined the fund, and no one desires to apply compulsion, even if it were feasible, to those who (even for reasons which may not be sound) desire to remain outside the fund.

One of the outstanding advantages of the fund is that it is contributory. The clerk knows that he is entitled to his pension as a matter of contract, and the employer contributes his proportion in discharge of an obligation which is moral, though not legal, and neither party desires an alteration in this respect.

Your article entirely fails to reflect the opinion of the large number of employers and clerks who have very carefully considered the details of the fund. The fund, in fact, gives the clerks exactly what they require. It is actuarially sound, and provides for the largest benefit which can be secured from the contributions paid without any element of uncertainty or dependency upon benevolent contributions or additions. So far from the fund having been initiated in the grudging spirit or having been received with the lack of enthusiasm suggested by your article, it is recognised by all those primarily concerned that the principles and details of the fund have been formulated with great care and most admirably satisfy a widespread demand, and there is no doubt in the minds of those who are most closely connected with the scheme that it will achieve an immediate and emphatic success.

The fund lacks compulsion, but the results already achieved by the committee of management prove that it by no means lacks popularity, and it has therefore one of the admitted essentials of success.

My own view is that all clerks, both those who are or may become members and those who cannot become members, should welcome the fund and should feel a deep sense of gratitude to Mr. Bernard H. Drake, C.B.E., and the other employers who originated the fund and have spent so much time and trouble in connection with it since its inception.

In conclusion, may I suggest that your readers would have been better served if, instead of a carping article written by some person obviously ill-informed and ill-equipped for the task, your valuable assistance had been lent to make known the principles of the fund and to assist in the success of so progressive a scheme.

It is solely because the fund, and its principles, and the results it will achieve, are of such vital importance to the legal profession that I have dared to write this somewhat lengthy reply to the article in question, in the hope, Mr. Editor, that because of the importance of the subject and (I am sure) your desire to place before your readers the real position, you will give this letter the same prominence and publicity the original article received.

18, Austin Friars, E.C.2. J. SMEATON.
24th July.

Company Law and Practice.

XXXVIII.

IN *Re Greymouth Point Elizabeth Railway & Coal Co. Limited* [1904] 1 Ch. 32, the articles provided that any director might enter into a contract with the company, but that no director should vote on any matters relating to the contract in which he was interested, and that if he did so, his vote should not be counted. The quorum for meetings of directors was two : and at a board meeting at which A and B and one other director were present it was resolved that debentures to the value of £1,200 should be sealed and issued to A and B in consideration of and as part security for certain advances already made, and a further advance then made.

No debentures were in fact issued in pursuance of the resolution, but it became necessary to determine whether A and B were nevertheless entitled to rank as debenture-holders in respect of the sum of £1,200. The evidence did not show whether A and B had or had not voted on the resolution directing the issue of the debentures to themselves. For A and B, it was argued that the resolution was validly passed, on the ground that there was present one director who could properly vote on the resolution, and that, as there were three directors present, there was also a proper quorum. Whether A and B voted or not, it was argued, was immaterial, because their votes could not be counted if they did. But this argument did not prevail with FARWELL, J., as he then was, for he held that the necessary quorum for the transaction of business must be composed of directors capable of voting on the business before the board, otherwise the article dealing with the quorum would be idle. It is nowadays commonly

the practice in articles to negative the application to arrangements for giving security for advances to directors or by way of indemnity or to allotments of shares or debentures of the restriction on voting above mentioned.

The *Greymouth* decision was followed in *Re North Eastern Insurance Co. Limited* [1919] 1 Ch. 198, where the facts were somewhat more complicated. Here again the articles provided that directors might contract with the company, but must not vote in respect of any contract in which they were interested; and the directors might determine the quorum, but until otherwise determined, it should be three. X and Y, two of the directors, had made advances to the company, which advances were to be secured by the debentures next referred to, and by the transfer of 5,000 shares in another company to them, with an option, exercisable by either of them, to purchase such shares on certain terms. A board meeting was held at which four directors, including X and Y, were present, at which it was resolved (X not voting) that, in order to secure the repayment of advances made by X, a debenture be issued to him. A separate resolution was also passed (Y not voting) that, in order to secure the repayment of advances made by Y, a debenture on similar terms and conditions be issued to him. At the same meeting a transfer of the 5,000 shares in favour of X was executed by the company. The two debentures each contained references to the other one and ranked *pari passu*, and P. O. LAWRENCE, J., on the ground that if either of the resolutions for the issue of the debentures had not been passed, or if the transfer of the 5,000 shares had not been executed, the agreed transaction would not have been carried out, held that this was really all one transaction, that X was interested in the issue of the debenture to Y, and *vice versa*, and that as there was no independent quorum the resolutions for the issue of the debentures were invalid.

In the same case there had been a subsequent board meeting, at which three directors, including X but not including Y, were present, when a resolution was passed for the issue of a £2,000 debenture to Y to secure moneys due, or to become due, from the company to X and Y not exceeding that amount. An attempt was made to show that, at this meeting, before the passing of the resolution for the issue of the debenture, a resolution for the reduction of the quorum of directors to two had been passed; but it was held that the resolution for the issue of the debenture was invalid in any event, for X could not be counted as helping to constitute the quorum of three, and the quorum could not be validly reduced to two for this purpose, which was merely to enable a resolution to be passed conferring on a director an interest in the property of the company.

Although a resolution for the issue of debentures passed by the board may be invalid by reason of the absence of a disinterested quorum, the company may nevertheless be estopped from disputing the validity of debentures issued pursuant to such a resolution. In *Victors Limited* v. *Lingard* [1927] 1 Ch. 323, debentures were issued to a bank to secure an overdraft of the company, which overdraft had previously been secured by the personal guarantee of the directors; it was there held that the directors were interested in the issue of debentures within the meaning of an article prohibiting interested directors from voting, it being clear that the interest of the directors conflicted with their duty, in that it was to their personal advantage that the bank should be secured by the debentures, as in that case their liability under the guarantee would be either extinguished or diminished. In view, however, of the course of events between the bank and the company, it was further held that the company could not then, as against the bank, set up the invalidity of the debentures.

(*To be continued.*)

Mr. Joseph Southall Morris, of Russell-road, Hall Green, Birmingham, Deputy Town Clerk, left estate of the gross value of £14,045, with net personalty £13,263.

A Conveyancer's Diary.

Gifts for Charitable Purposes.

There has recently been before the court quite a number of cases regarding the validity of gifts in a will where the question in dispute was whether the trusts declared by the testator were or were not charitable.

An examination of the authorities shows how fine the distinction may be between a charitable and a non-charitable trust, a distinction which it is not always easy for ordinary people to understand. Thus, I suppose it will be somewhat of a surprise to those uninformed in the niceties of construction adopted in such cases that a bequest to "the Roman Catholic Church for the use thereof" is good, but a gift to the Archbishop of Wales "for helping to carry on the work of the church in Wales" is bad. It seems to be so, however.

Before turning to the recent authorities, I may remind the reader how the question arises.

Gifts for charitable purposes in their nature usually offend against one or more of the essentials for the validity of trusts generally and form exceptions to the rules for the creation of valid trusts.

In the leading case of *Knight* v. *Knight* (1840), 3 Beav. 142, it was laid down that a recommendation or wish will create a valid trust "First if the words are so used that upon the whole they ought to be construed as imperative; secondly, if the subject of the recommendation or wish be certain; and, thirdly, if the objects or persons intended to have the benefit of the recommendation or wish be also certain." There must, therefore, as it is said, be "three certainties": certainty in the language creating the trust, certainty of the subject-matter, and certainty in the objects to be benefited.

Charitable trusts, like all others, must conform to the first two requisites or "certainties," but are not void for non-compliance with the third. It is obvious that the precise objects cannot be defined in a charitable as in a private trust, because the persons to benefit are not ascertained or ascertainable at any given time. There has, therefore, long been established a rule that a trust for charitable purposes is good although too vague and uncertain to be enforced as a private trust.

In order, however, to come within the exception to the general law regarding trusts, a gift for charitable purposes must be in such terms as to make it imperative that it is for those purposes only that the bequest may be applied. If the objects of the trust are not exclusively charitable so that the fund might be applied for purposes such as are not legally to be regarded as charitable, the gift will fail. It is upon that point that a great many of the cases have turned.

The other important exception to the general law made in favour of charitable trusts is that such trusts are not subject to the rule against perpetuities.

There are, therefore, two reasons why it becomes, in so many cases, necessary to establish that a bequest is for charitable purposes in order that it may be supported. First, to prevent a failure on account of the uncertainty of the objects of the trust, and, secondly, to avoid invalidity on the ground that it creates or tends to create a perpetuity.

I need not dwell upon the question of what are or are not charitable purposes. It is sufficient to say that not every object, which would in the popular sense answer the description, is "charitable" in law and that we must go back to the preamble to the Statute of 43 Eliz. c. 4, and consider the innumerable cases decided upon it to ascertain the legal significance of the word.

I will now turn to the recent cases to which I have referred.

The first in order of date is *Re Schoales, Schoales* v. *Schoales* [1930] 2 Ch. 75.

In that case a testatrix by her will gave life interests in her property to her three sisters and made certain pecuniary

bequests, and, subject thereto, bequeathed "my entire property to the Roman Catholic Church for the use thereof."

It was held by Bennett, J., that the bequest was a good charitable gift.

In his judgment the learned judge referred to and followed a decision of Romer, J., *In re Barnes ; Simpson* v. *Barnes* (a report of which, taken from *The Times* newspaper, is set out in a footnote), where it was held that a gift to " the Church of England " was a good charitable gift.

It is interesting to contrast this case with another which will be mentioned later.

The next case is *Re Prevost ; Lloyds Bank Ltd.* v. *Barclays Bank Ltd.* (1930), W.N. 179.

There, a testator devised and bequeathed the whole of his residuary estate to the trustees of the London Library, to be held by them upon trust for the general purposes of that institution, including the benefit of the staff. There followed certain suggestions as to the particular way in which he desired his property should be used, but it was provided that such directions should not create any trust.

Eve, J., held (if I correctly understand the rather unsatisfactory report of his judgment) that the gift was good, there being nothing to prevent a gift to the trustees of the library, the corpus of which they could expend as they liked. The objects of the gift were therefore certain, and the perpetuity rule was not offended.

In *Re Jackson ; Midland Bank Executor and Trustee Co. Ltd.* v. *Archbishop of Wales* (1930), W.N. 195, the facts were that a testatrix by her will devised and bequeathed her residuary real and personal estate to the plaintiff company upon trust for sale, and out of the proceeds of such sale to hand one moiety thereof to the Archbishop for the time being of Wales, and in case there should be no Archbishop then to the senior Bishop for the time being of the Church in Wales, to be paid and applied by them respectively in or towards the general fund belonging to that Church or in their discretion in any manner they might think best for helping to carry on the work of the Church in Wales.

It was held by Eve, J., that the gift failed.

The learned judge pointed out that the first part of the gift was clearly charitable, but the difficulty arose by the use of the disjunctive " or " following that gift, and he came to the conclusion that the words " or in any manner which he may think best for helping to carry on the work of the Church in Wales " provided an alternative object to the " general fund," which was not necessarily charitable, and was too indefinite to be enforced as a non-charitable trust.

I must confess that I should have thought that a gift for " helping to carry on the work of the Church " meant the same thing as a gift to the church " for the use thereof," which was the expression used in *Re Schoales, supra*. At any rate, the distinction is a very fine one.

So far as appears from the report, *Re Schoales* was not mentioned to the learned judge, who based his decision upon *Dunne* v. *Byrne* [1912] A.C. 407. In that case there was a gift " to the Roman Catholic Archbishop of Brisbane and his successors to be used and expended wholly or in part as such Archbishop may judge most conducive to the good of religion in this diocese," which was held not to be a good charitable bequest. It will be observed that the wording of the will in that case was not such as to make it imperative for the fund to be used for church purposes or for helping to carry on the work of the church.

The last case is *Re Lopes ; Bence-Jones* v. *Zoological Society of London*, which is reported in *The Times* for 18th July.

There a testator directed that his trustees should stand possessed of his residuary estate in trust to pay or transfer the same to the Zoological Society of London. There was a provision that the fund should be invested by the society, and the income applied for the upkeep and improvement of the Zoological Gardens and for the objects of the society.

It appears that in its Charter the objects of the society were stated to be " the advancement of zoology and animal, physiology and the introduction of new and curious subjects of the animal kingdom." It was contended that these objects were not wholly educational, and therefore charitable, and further that the society carried on the business of caterers and kept a restaurant for the use of visitors, and also provided bands and took money for amusements, such as riding upon elephants, and so forth.

Farwell, J., held that the gift was good, and that the objects of the society were none the less educational and charitable, because it was necessary to provide restaurants to feed the people who came to be educated or animals to be ridden by children for their amusement in the intervals of their education.

A very interesting series of cases.

Landlord and Tenant Notebook.

Custom and Usage.

In the case of agricultural tenancies, custom is, and always has been, a force to be reckoned with ; local custom is respected by the Agricultural Holdings Act, 1923, which, in conferring rights to compensation, saves the right to claim under custom (s. 1 (4)), while the interpretation section provides that references to the terms of a contract of tenancy shall be construed as references to obligations, etc., implied by the custom of the country. But a covenant inconsistent with custom will, of course, exclude the latter : see *Wigglesworth* v. *Dallison* (1779), 1 Doug. 201.

The landlord or tenant of any other kind of property, however, will have the greatest difficulty in basing a case upon custom or usage, and the only recorded decisions concerning the question relate to litigation not actually between the parties to the lease. Issues have been raised as to the admissibility and weight of evidence of custom as regards term and as regards duty to repair. In *Re Stroud and East and West India Docks and Birmingham Railway Co.* (1849), a tenant claiming compensation under the Lands Clauses Act, 1845, was held, by the umpire, to be a yearly tenant. Under his agreement he paid surface rent and a further rent appropriated to a cottage and garden which he held as tenant from year to year, rent being payable half-yearly. He was to use the rest of the premises for making bricks and pay, every Christmas, a rental based on output. He was to preserve the top-soil and not to excavate to a greater depth than 8 feet without the express consent of the lessor. This part of the agreement made no express mention of the term, and the claimant tendered evidence to the effect that no brick-maker ever hired land from year to year, which evidence the umpire rejected. And the court, after disposing of an argument, strenuously urged, that the agreement gave the tenant an interest determinable only when he had excavated to the depth of 8 feet, ruled that custom was not applicable where there had been a distinct agreement. The judgment did not go as far as to say that custom can never be invoked.

As regards duty to repair, reference was made to a " practice" in *Broggi* v. *Robins* (1898), T.L.R. 439, and (1899), 15 T.L.R. 224, C.A. The action was by the child of a tenant of working-class property who had been injured owing to the defective condition of the flooring. In the event it was held that the defendant landlord was excused owing to absence of notice (the question of liability would now be governed by *Cavalier* v. *Pope* [1906] A.C. 428, the result being the same). There was some evidence of an agreement by the landlord to repair, but alternatively custom was relied on, and Day, J., said : " Even if there was no express agreement to repair, the tenants, having regard to the usual practice in houses of that class, had a right to expect reasonable repairs to be done " ; and in the Court of Appeal Lord Russell, L.C.J., referred to an

admission that in the usual course of things landlords did repairs in tenancies of this kind.

The lease of a public-house referred to in *Nelson* v. *Liverpool Brewery Co.* (1877), 2 C.P.D. 311, contained a covenant by the tenant to repair, from which covenant, however, the main walls, roof and main timbers were expressly excepted. The plaintiff, a barman employed by the tenant, had been injured by the falling of a chimney-pot and sued the landlords. He called evidence showing that there was a usage by which brewers did such repairs as had, in this case, been neglected, and the jury accepted this evidence ; but the court ruled that it could not be incorporated in the agreement, and that it appeared to be merely a practice followed by landlords of public-houses in their own interests.

Apparently, then, where there is a written agreement or lease of non-agricultural property, custom and usage cannot be relied upon. The custom referred to in *Broggi* v. *Robins* is now a statutory duty. If there is any point left on which custom might be considered relevant, it is perhaps the question of where rent should be paid. In property let at low rentals, it is usual to have no written agreement, and consequently no covenant to pay rent ; this is sometimes collected, but the modern practice is for tenants to pay at the estate office. Rent, in the absence of a covenant, is payable on the land demised ; *quære* whether a custom to the contrary could be enforced ?

Our County Court Letter.

INJURIES FROM DEFECTIVE SUN BLINDS.

In *Lippitt* v. *Jones*, recently heard at Aberdare County Court, the claim was for damages for personal injuries caused by the defective state of the defendant's sun blind. In June, 1929, the plaintiff had been walking along the footpath outside the defendant's shop, when the blind had fallen upon her head and knocked her down, thus causing a nervous breakdown. Corroborative evidence was given by her husband, who had inspected the blind and had discovered that the fastenings were defective. The defendant denied negligence and contended that, if the blind was defective, this was due to circumstances beyond his control. His Honour Judge Rowland Rowlands observed that, in the long period which had elapsed since the accident, the cord fastening of the sun blind had been lost. On the day of the accident there might have been a defect in the cord, which was not discernible, or, even if the cord were sound at the time the blind was placed in position, it might have been broken owing to some extraneous reason. There was therefore no evidence of negligence by the defendant, but he was nevertheless responsible for damage caused by erections on his property, and judgment was given for the plaintiff for £60 and costs.

The leading case on this subject is *Wheeler* v. *Morris* (1915), 113 L.T.R. 644, in which the plaintiff had been injured by a similar accident to the above, but there was evidence that the blind had fallen owing to the mischievous act of two passers-by. One of these had mounted the shoulders of the other, and had pulled down one of the rods, and the county court judge held that the defendant should have prepared for this contingency by strengthening the supports. Judgment was therefore given for the plaintiff, and this was upheld by Mr. Justice Avory and Mr. Justice Rowlatt in the Divisional Court, but was reversed in the Court of Appeal. Lord Cozens-Hardy, M.R., pointed out that the shopkeeper was not under a liability of insurance or warranty (that the blind would not come down) and therefore, as occupant, he was only bound to take such precautions as a reasonable man would exercise in order to avoid an accident which might reasonably be foreseen. Lord Sterndale (then Lord Justice Pickford) observed that there was no finding that the blind was a nuisance, neither was there any evidence of such a fact, as the blind was properly erected, and had been kept in repair. It could also not be said that the defendant should have anticipated that two men would place their weight upon the blind at the same moment, and there was no evidence that the consequent injury to the plaintiff would have been prevented by the substitution of nuts and bolts for ordinary screws. Lord Justice Warrington (as he then was) concurred, and the appeal was accordingly allowed and judgment entered for the defendant.

On the other hand, any evidence of want of repair will bring the case within *Tarry* v. *Ashton* (1876), 1 Q.B.D. 314, in which the plaintiff had been injured by a falling lamp. The defendant's workman was attending to the lamp at the time, but the ladder had slipped and the workman (in order to save himself) had hung on to the lamp bracket. The shaking had caused the lamp to fall, but the jury found that this would not have happened if the fastenings had been kept in good repair. The plaintiff therefore obtained a verdict for £40 and the judgment was upheld by the Divisional Court. Mr. Justice Blackburn pointed out that the lamp was not a nuisance in itself, and if there was a latent defect—or something done to the property without the occupier's knowledge—it was doubtful if he would be liable. There was evidence, however, that an independent contractor had previously been employed to repair the lamp, and his failure to do so did not exempt the defendant from liability. Mr. Justice Lush and Mr. Justice Quain agreed that the defendant was liable for his breach of duty to the public, and that the plaintiff was entitled to recover the damages awarded.

Practice Notes.

THE MEASURE OF DAMAGES IN TRESPASS.

Punitive damages may be awarded, even after a complete and abject apology, as shown by the recent case of *Flockton* v. *Pender* at Manchester County Court. While the plaintiff's wife had been alone in her house, she received a call from two men in overalls, who stated that they had come for the bedroom suite. They refused to believe that it was the wrong house, but discovered their mistake on arriving upstairs, and hurriedly withdrew. The defendant's case was that, having sold the suite, he and his brother had gone with a van to collect either an instalment or the suite, but his brother went into Reynolds-road instead of Moorland-road. The mistake was soon discovered, and the defendant contended that he himself only went a yard or two inside the front door, while his brother remained outside. The above was the defendant's first (and last) transaction on the hire-purchase system, and it was suggested on his behalf that an adequate amount of damages would be 25s. His Honour Judge Leigh remarked that the plaintiff's wife had at once declared that she had not purchased the suite, but in effect she had been called a liar. The defendant had written expressing a hope that she was not very bad after her " very trying ordeal," but no one would grovel by letter if there had been merely a call and an acknowledged mistake. The factors to consider were (1) the mistake was easy to make, (2) there had been no publicity and an apology, (3) the plaintiff, while not wishing to profit, was nevertheless anxious to maintain his right to regard his home as inviolate. Judgment was therefore given for the plaintiff for ten guineas and costs.

THE TOTALISATOR AGAIN.

The important and much debated distinction between a mistake of law and a mistake of fact was considered by Mr. Justice Branson on the hearing of a petition of right in *National Pari-Mutuel Association, Ltd.* v. *The King* (*The Times*, 25th July). The suppliant company had paid betting tax on a series of transactions arising from the use of the totalisator for the purpose of providing betting facilities for

its members. Only members were entitled to participate, and the company deducted 10 per cent. of the total pool as its remuneration. Counsel for the suppliant company argued that the question as to the persons with whom bets were made was one of fact, and that it had been so treated by the House of Lords in *Attorney-General* v. *Luncheon and Sports Club, Ltd.* [1929] 1 K.B. 233, in which it was recently decided that a company which conducted a club for the purpose of providing a totalisator for the use of its members under similar circumstances was not liable to pay betting tax. Mr. Justice Branson, however, held that the money had been paid under a mistake of law, and that the suppliant company, knowing everything that it was doing, knowing the rules and the way in which they were being carried out, had come to the conclusion that a legal liability had arisen on their part and had decided to discharge that liability. The learned judge quoted Lord Parker, who said in *Farmer* v. *Cotton's Trustees* [1915] A.C., at p. 932: "Where all the material facts are fully found and the only question is whether the facts are such as to bring the case within the provisions properly construed of some statutory enactment, the question is one of law only." In this case the only question in dispute was the legal inference which was to be drawn from the facts, and therefore the suppliant company failed.

In Lighter Vein.

THE WEEK'S ANNIVERSARY.

On the 3rd August, 1763, was born John Bayley, who completed a successful legal career as an ornament to the Bench, first in the Court of King's Bench and subsequently in the Court of Exchequer.

His character was marked by integrity, urbanity and impartiality, besides deep religious feeling and mildness towards the prisoners before him. As a judge, the ease with which he disposed of cases caused Maître Cotle, a French advocate, who saw him on the Northern Circuit, to exclaim: "Il s'amuse à juger!"

An apt rebuke administered by this judge to a certain High Sheriff of Hertfordshire is worth repeating. The official had received his learned guests in a broken-down coach, and at dinner had inflicted on them the newest of claret. "If your carriage and your wine should exchange ages," said Bayley, "both would be excellent."

ALL AT SEA.

"You were both putting the most bewildering questions to witnesses who weren't lawyers; one is as bad as the other," said Scrutton, L.J., to counsel the other day during the hearing of a complicated Admiralty appeal.

However, sailors can generally look after themselves even in a court of law, and the above remark recalls an old story of a mariner in the witness-box.

"Do you know the plaintiff and the defendant?" asked counsel.

"I don't know the drift of them words," he replied.

"What! Not know the meaning of plaintiff and defendant?" cried the lawyer. "A pretty fellow you to come here as a witness! Can you tell me where onboard the ship it was that this man struck the other one?"

"Abaft the binnacle," said the sailor.

"Abaft the binnacle! What do you mean by that?" asked counsel.

"A pretty fellow you," was the reply, "to come here as a lawyer and don't know what abaft the binnacle means!"

Insurance Notes.

The Australian Mutual Provident Society announces that Mr. F. T. Bridges, who was recently appointed acting general manager of the society, has now been appointed general manager, in succession to Mr. H. W. Apperly, who died on 10th July.

Correspondence.

Land Tax (Refund Claim).

Sir,—Referring to the report in your issue of 26th July, p. 507, of the question to the Chancellor of the Exchequer by Colonel Sir Kenyon Vaughan-Morgan on the above matter on the 8th July, you will be interested to learn that we have had a letter from the Secretary to the Inland Revenue stating that the Local Land Tax Commissioners having expressed the view that the refund of four years' land tax should be made to our clients, the Board will refund the amount wrongfully demanded on production of the receipts.

Putney Hill, S.W.15. SLOPER & POTTER.
28th July.

Defaulting Solicitors.

Sir,—There have been two cases in Leeds in recent years of solicitors in financial difficulty, and apart from my knowledge of their affairs as Official Receiver in Bankruptcy I am able to write with full knowledge of the circumstances both as a present member of the Committee of the Leeds Law Society and as a member for some time before "the worst happened" in both cases.

In each case the cause of the downfall was temperamental weakness rather than fraudulent intent, but although there were indications for months that things were going wrong, we, as a committee, had no right or power to interfere officially. We made persistent efforts to avoid disaster by way of friendly advice and strong personal pressure, but this was not enough.

Apart from compulsory membership of The Law Society and any other remedy, what, in my opinion, is wanted is increased disciplinary power for the Local Law Society.

I firmly believe that had such power been available in the cases referred to the two practitioners concerned could have been saved from the consequences of their weakness of character.

Lower Bond Street, CLIFFORD BOWLING
Leeds.
29th July.

Sir,—"Defaulting Solicitors." Such is the heading under which correspondence continues to be published in *The Times*, but why not "Honest Solicitors"?

The public generally are hopelessly ignorant of the vast amount of cash belonging to clients which pass through solicitors' hands each year without one penny loss.

I have gathered information from solicitors with large practices and with small and a low average appears to be £20,000 each solicitor per annum.

Fifteen thousand practising solicitors × £20,000 gives the colossal total of *three hundred millions* (£300,000,000) per annum.

My partner, the President, and his colleagues will do well to publish such facts so that the public can view this subject in its true perspective and thus retain the great confidence in members of our profession which the public have reposed in us in the past.

Bedford Row, W.C. E. L. ROWCLIFFE.

["The Two Bills."—The Second Article on this subject is unavoidably held over.—ED. *Sol. J.*]

SIERRA LEONE SECRETARY.

Captain C. E. Cookson, Senior Assistant Colonial Secretary, Sierra Leone, since 1926, has been selected for appointment as Colonial Secretary of Sierra Leone, in succession to Mr. M. A. Young, whose promotion to be Chief Secretary in Palestine was recently announced.

Captain Cookson, who was educated at Eton (King's Scholar), served in the Regular Army from 1899 to 1910. He was called to the Bar at Gray's Inn in 1919.

POINTS IN PRACTICE.

Questions from Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to The Assistant Editor, 29, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Recovery of Overcharged Rent.

Q. 1971. X is the tenant of a "controlled" dwelling-house. She has during the past six years been induced to pay, by way of rental overcharges, a considerable amount more than the permitted rent under the Rent Restrictions Acts. During the past six months only the permitted rent has been paid. X is an old and illiterate lady and has paid such overcharges through mistake of law knowingly (and it is suggested fraudulently) induced by her landlord. Does s. 8 (2) of the 1923 Act limit her right of retainer of rent to six months or is she entitled to retain the full six years' overcharges? It is suggested that s. 5 of the Courts (Emergency Powers) Act, 1917, and now s. 8 (2) of the Rent., etc., Restrictions Act, 1923, are enabling provisions and give a right of action where none existed before, as it was held in *Sharp Bros. & Knight* v. *Chant* [1917] 1 K.B. 771, decided before these Acts, that the principle of the irrecoverability of money paid under mistake of law applied to such cases. Does the fact that the mistake of law was wilfully induced by the other party affect the question and leave the right enforceable within six years as it presumably would have been in the absence of the two sections mentioned above? (See "Law Notes" Rent, etc., Restrictions Notebook, 13th ed., pp. 88, 133).

A. The period of limitation imposed by s. 8 (2) of the Rent, etc., Act, 1923, is absolute, and the excess of overpayment beyond the six months, is irrecoverable. No doctrine of fraud can be invoked to produce any other result, as the judgment of the court would thereby in effect over-rule the statute. The fact of the other party having induced the mistake of law does not affect the question, as the tenant was at liberty to take legal advice. She was therefore under no necessity of relying on the landlord's representation, as might have been the case on a question of fact.

Possession of Colliery House.

Q. 1972. A miner takes possession of a colliery house before the 31st July, 1923, and has the house rent free as a condition of his employment. He loses his employment with the colliery company after the 31st July, 1923, and the company thereupon charge him a weekly rental. What defence or defences are there to an action for recovery of possession by the company on the grounds that they require the house for another workman? Does it make any difference if the rent is the full value of the house or less than two-thirds the value?

A. If the rent is the full value of the house, the only ground upon which the action can be defended is that no alternative accommodation is available, as required by the Rent, etc., Act, 1920, s. 5 (*d*), as amended by the Act of 1923, s. 4. The plaintiffs will be required to satisfy the court on this point, as they are not exempt from this necessity by s. 5 (i), dealing with the case of a tenant to whom a house was let in consequence of his employment, but has ceased to be in that employment. The action of the company in charging a weekly rental (at the full value of the house) constituted a fresh tenancy, in respect of which alternative accommodation must be offered. If, however, the rent is less than two-thirds of the rateable value, the 1920 Act does not apply to that rent or tenancy, by reason of s. 7, which also provides that the Act shall apply in respect of such house as if no such tenancy existed. The result is that the fresh tenancy is not recognised, and the defendant is still holding over within the meaning of s. 5 (i), under which no alternative accommodation need be shown.

Lease of Cinema—Licensing Authority insisting on Alterations—Whether Landlord has right to enter to do same.

Q. 1973. The A company took a lease of a cinema for a term of five years, of which there is still four years to run. The lease contained a covenant by the company to use their best endeavours at their own expense to obtain such licences as may be necessary for carrying on upon the demised premises the exhibition of cinematographic exhibitions and not to do or suffer to be done any act whereby renewal of any such licences might be endangered. It also included a clause as follows:—"It is of the essence of this Lease that the premises are licensed for the exhibition of moving pictures . . . and that all the requirements of the licensing authorities have been complied with." The licensing authorities now require certain structural alterations to be done as a condition of the renewal of the licences. The alterations will cost, roughly, £500, and the landlord has offered to have these done at his own expense and has submitted plans showing the alterations, for the approval of the company. The plans show that there will in fact be no material alteration to the user of the cinema, but the whole front of the building would be changed. Although it is not anticipated that this will have a bad effect, at the same time the lease is not advantageous to the company, and it is desired to know whether the company is in a position to refuse the landlord permission to carry out the alterations and to claim successfully that the lease is at an end under the clause quoted above.

A. It is difficult to give an opinion without consideration of the whole lease. The clause quoted standing alone would seem to apply only to the condition of things at the beginning of the lease and to have been exhausted. If this construction is correct, it would seem that the A company may remain saddled with a cinema that cannot be used unless the landlord is allowed to carry out the alterations. In the absence of a provision expressly or impliedly authorising him to do so, the landlord has no right of entry. It may be that, taken in conjunction with the other provisions of the lease, the word "requirements" would be held to mean requirements for the whole period of the lease, but the opinion is given that the probable construction is that suggested above.

Will Bequest of Shares—Whether Debentures Pass.

Q. 1974. By his will, dated the 5th September, 1925, testator X gave "All my shares in the A.G.B. Co., Ltd., to my said son D. W. absolutely." At the time of his death and also at the time of making his will X had no shares in the said company, but at both of the said periods he had debentures in that same company. When instructions were given for the will, we were informed by the testator that his holdings in the company consisted of shares, and it was evidently his intention that whatever holdings he should have should go to the said son D.W. Under the circumstances will you please let us know whether or no the debentures will go to D.W. or will fall into residue, and whether it will be necessary to issue an originating summons to decide this question?

A. It is considered the executors need not go to the court but can rely on *Re Weeding, Armstrong* v. *Wilkin* [1896] 2 Ch. 364, where it was held by North, J., that debenture stock passed under a gift of "my shares in" a given company, if the testator held no shares. This case was distinguished in *Re Connolly Walton* v. *Connolly* (1914), 110 L.T. 688, where testator held both shares and a debenture in the same company, the debenture being held not to pass.

Legal Fictions.

V.

A Motion and a Commotion.

It was motion day in Chancery.

"Silence," roared the usher, as his lordship took his seat amid the noise of shuffling feet and prepared to hustle through the numerous applications to restrain people from doing what they might or might not be entitled to do.

Mr. Costly, K.C., "I have a very urgent application to make to your lordship, *ex parte*. My client has incurred the bitter emnity of a crowd of race-gang toughs, and he has this morning received a letter informing him that they intend in the near future to terminate his mortal existence. Perhaps I should tell your lordship that he is a bookmaker who, admittedly, welshed the toughs at the Derby. My client, who now goes in fear of his life, moves for an injunction to restrain his enemies from executing their threat. He has filed an affidavit giving particulars of the names, addresses, and known habits of his adversaries. As your lordship will see, one letter begins: 'Within three days you will be cold mutton.'"

His lordship, after perusing several documents, said that he did not propose to grant an injunction on the hypothetical evidence before him in a case which he could hardly credit was serious, and he gave leave to serve short notice of motion for the next day.

THE NEXT MORNING.

Mr. Seizit, K.C., who now appeared for the respondents, after referring to the brief period he had had the matter in hand, continued: "My clients, my lord, who are six in number, are prepared to give an undertaking not to commit the murder within fifteen days. On that undertaking my learned friend is willing that the motion should stand over accordingly."

His lordship: "So be it. The evidence must be delivered in three days and both parties must be ready to proceed in two weeks. The matter is too grave for undue delay."

TWO WEEKS LATER.

Mr. Costly, K.C.: "Your lordship will recollect the motion I have before the court. When I first made it your lordship will remember that I pleaded strenuously that it was a matter of extreme urgency, Yesterday, my lord, was Gold Cup day as Ascot. My client, who had had an unusually successful day, was relaxing from his exertions at the Sign of the Gettem Eezi, when, about 9.30, he was murdered in the saloon bar. The assassin has so far evaded capture, but we have been able to ascertain that he was an associate of the respondents to this motion, but was not, unfortunately, included in the plaintiff's affidavit. Apparently he did not consider himself bound by any undertaking not to murder my late client."

His lordship: "If his association with the respondents is established beyond doubt, then they may have employed him merely as an instrument and the question of contempt may . . . . ."

"My Lord," interrupted Mr. Costly, "the assassin having lost £1,000 to my late client at Ascot his crime may well have been committed on his own initiative."

"I apprehend," continued counsel, "that in the circumstances each side will pay its own costs, and I am happy to be able to inform your lordship that there is every reason to believe that the unfortunate man's estate will be able to bear the expense."

"YOURS WITHOUT PREJUDICE."

Commenting on the use of the words "without prejudice" in legal letters, Mr. Justice Branson, at the Old Bailey on Wednesday, remarked that the words should only be used when the letter was written to lead to a settlement.

"There is," he added, "the case of the clerk who wrote letters to a young lady and thought because he had signed them 'Yours without prejudice' that they could not be used in a breach of promise action."

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Reviews.

Maine's Ancient Law. Its connexion with the Early History of Society and its relation to Modern Ideas. By Sir HENRY SUMNER MAINE, K.C.S.I., LL.D. With Introduction and Notes by The Right Hon. Sir FREDERICK POLLOCK, Bart., K.C., D.C.L. Demy 8vo. pp. xii and (with Index) 440. New Edition. 1930. London: John Murray. 10s. 6d. net.

So frequently do we hear complaints from scholars of the neglect of the great books of a bygone generation, that it is eminently consoling to find that Sir Henry Maine's first, and, as many think, his greatest work—"Ancient Law"—continues to hold its own, and indeed appears to be even more prized as the years go by. This is attested by the frequency with which new editions are called for. First published in 1861, it went rapidly into numerous editions, and since 1906, when it first appeared enriched by notes from the pen of Sir Frederick Pollock, it has been reprinted time and again. The present issue is not a mere reprint of the text and earlier notes, the latter, especially those dealing respectively with the Patriarchical Theory and Archaic Procedure, having in this issue been recast in the light of further research. The Introduction remains much as it was in the former editions, a tribute to Maine's distinction as a jurist, but the sentence near the beginning—"more than forty years have passed since the book was first published in 1861"—might have been altered to make it chronologically exact to-day, seeing that nearly seventy years have now elapsed since "Ancient Law" first fascinated its readers. This, however, is a small matter; and to the younger generation of lawyers who may not have made acquaintance with Maine's writings we heartily commend this scholarly edition of his work.

The Local Government (Scotland) Act, 1929. By W. E. WHYTE, O.B.E., Solicitor, Clerk to the District Committee of the Middle Ward of Lanarkshire, Edinburgh and Glasgow. Medium 8vo. viii and 322 pp. Wm. Hodge & Co., Ltd. 25s.

This is a well-printed and well-annotated edition of the Act of 1929, which has radically transformed local government in Scotland, where, as in England, something akin to what has become known in industry as rationalisation has found its way into the sphere of local administration. Whether the grouping of authorities, which has been the tendency for some time past, is on the whole a wise proceeding, may be disputable, but the principle has been accepted, and certainly in this measure has been carried to considerable lengths. As is said by Mr. Whyte, the Act provides a completely new setting for local government in the sweeping and comprehensive nature of its various features. An admirable introduction gives a clear account of the various local bodies operating in Scotland at the date of the passing of the Act, and shows which of them have been by it abolished, and sets out in a table the various functions which the newly-constituted authorities are to perform. The work should be found of great utility by local government officials and by members of town and county councils.

How to Form a Company. By HERBERT W. JORDAN. 2s. 6d. London: Jordan & Sons, Ltd.

This little book is intended as a practical guide for those who wish to bring into being a company registered under the Companies Act, 1929, and it adequately fulfils its purpose. In addition, it contains some interesting, though perhaps not so practically useful, information on the history of the joint stock company, and also on various topics associated with the registration of companies, on which the author is very well entitled to be heard. It makes lighter reading than the majority of text-books, and has much to recommend it to the practitioner who is not frequently engaged in the formation of companies, and is therefore perhaps not completely *au fait* with every detail on the practical side.

Books Received.

My Case for Empire Free Trade. Lord BEAVERBROOK. Crown 8vo. pp. (with Index) 76. 1930. The Empire Crusade, Grand-buildings, Trafalgar-square, W.C.2. 6d. net.

Building Societies as Investments. With Table giving Financial Resources of the principal Societies, and showing Interest, Dividend and Bonus with Tax Free Yield to the Investor. ARTHUR DUDLEY SOUTHAM. 1930. Large crown 8vo. pp. 106. London: Effingham Wilson. New York: Bankers Publishing Company, 71, Murray-street. 8s. 6d. net.

The Poor Law Code. Being the Poor Law Act, 1930, and the Poor Law Orders now in force, Annotated, with an Introduction, Tables and Consolidated Index. W. IVOR JENNINGS, M.A., LL.B., Barrister-at-Law. 1930. Medium 8vo. pp. lxxxviii and (with Index) 302. London: Charles Knight & Co., Ltd.

Trial of Motor Car Accident Cases: Preparation and Conduct. "Specific questions to be asked and answered in every Motor Car Accident Trial." ANDREW D. GIBB, LL.B., Barrister-at-Law, Advocate of the Scottish Bar. 1930. Demy 8vo. pp. (with Index) 348. London: Sweet and Maxwell, Ltd.; Stevens & Sons, Ltd., 20s. net.

Secretarial Practice. The Manual of the Chartered Institute of Secretaries of Joint Stock Companies and other Public Bodies. Prepared under the authority of the Council of the Institute. 1930. Fourth Edition. Demy 8vo. pp. viii and (with Index) 987. Cambridge: W. Heffer & Sons, Ltd. 12s. 6d. net.

Notes of Cases.

Court of Appeal.

Peech *v.* Best and Others.

Scrutton, Greer and Slesser, L.JJ. 27th May.

Profit à prendre—SPORTING RIGHTS—GRANT OF "EXCLUSIVE RIGHT OF SHOOTING AND SPORTING IN AND OVER THE LAND"—COVENANT FOR QUIET ENJOYMENT—COVENANT NOT TO DISTURB BIRDS—SUBSEQUENT SALE OF PART OF THE LAND FOR BUILDING—ERECTION OF TRAINING STABLES—BREACH OF COVENANTS—DEROGATION FROM GRANT—INFRINGEMENT OF RIGHTS OF *profit à prendre*—RIGHT TO DAMAGES.

Appeal from the judgment of Avory, J., in an action tried at Winchester Assizes.

The appellant, J. T. Best, was the owner of an agricultural estate of about 700 acres near Winchester. By an indenture dated the 1st July, 1921, he granted to the respondent, S. B. Peech, for a term of fourteen years from the 25th March, 1920, the exclusive right of shooting and sporting in and over the land in question. By that indenture the respondent covenanted that he would during the term so far as reasonably possible keep up the head of game on the land and to the best of his power preserve the nests, eggs, and young of game birds from being destroyed and injured. There was a covenant by the appellant for quiet enjoyment and also that he would take all necessary and reasonable steps to preserve the nests, eggs and young of all game birds on the premises and would not unnecessarily disturb them. On the 30th November, 1929, the appellant sold to one, De Mestre, 12 acres of the land the subject of the grant of the shooting rights. The appellant was aware that De Mestre intended to build training stables on it for thirty-six horses and certain cottages for a caretaker and some stable-boys. The appellant had covenanted to indemnify De Mestre and his builder against any claims by the respondent for infringement of the sporting rights. The appellant denied that he had infringed the respondent's sporting rights by the sale of the 12 acres of land to De Mestre and the erection of the stables thereon. Avory, J., found that there had been a substantial interference with the respondent's sporting rights and gave judgment for him for £100 damages.

SCRUTTON, L.J., in giving judgment, said that the real question was whether a landowner, who granted sporting rights over his land, could sell part of his land for building purposes which would destroy or seriously affect the sporting rights over the land. Could a landowner, who granted sporting rights over a farm for valuable consideration, turn the whole of the farm into building land. That would fundamentally change the character of the land over which sporting rights were granted; although it was not done with the deliberate intention of injuring the sporting rights and was a thing which a landowner had power to do if he did not injure the rights of others, if it had the necessary effect of substantially injuring the rights of others, it was a derogation from the grant and was a substantial interference with the *profit à prendre* granted. If that was true of building which affected the whole of the land, it seemed to be true of partial changes in the land, provided they substantially injured the sporting rights which had been granted? In the present case there was a derogation from the grant. There was an infringement of the sporting rights and a breach of the covenant of quiet enjoyment, and the respondent was entitled to damages.

GREER, L.J., and SLESSER, L.J., concurred. Appeal dismissed.

COUNSEL: *A. T. Denning; W. Blake Odgers.*

SOLICITORS: *Cunliffes, Blake & Mossman*, for *White & Nash*, Winchester; *Petch & Co.*, for *R. J. Harris*, Winchester.

[Reported by T. W. MORGAN, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

W. H. Cockerline & Co. *v.* Commissioners of Inland Revenue.

Rowlatt, J. 4th and 5th June.

REVENUE—EXCESS PROFITS DUTY—UNPAID DUTY—AGREEMENT TO PAY—NO ASSESSMENT—VALIDITY OF AGREEMENT.

Appeal on a case stated by the Special Commissioners for the Special Purposes of the Income Tax Acts.

The appellant, Sir Walter Cockerline, carried on in Hull the business of shipbrokers and shipowners as W. H. Cockerline and Co. Having reason, in 1925, to doubt the accuracy of the appellant's returns for income tax, super-tax and excess profits duty, the Commissioners of Inland Revenue set up an inquiry. Throughout the inquiry, which was begun in November, 1925, and continued until May, 1928, the appellant was represented by two chartered accountants who were authorised to prepare on his behalf complete accounts in collaboration with representatives of the Inland Revenue. In May, 1928, the amount agreed to be due from the appellant in respect of excess profits duty was £67,076. That sum, together with other moneys due from him, was paid by the appellant. Subsequently, other accountants employed by the appellant were of opinion that what he had paid was in excess of his real liability. On the 10th December, 1928, the Commissioners of Inland Revenue gave notice to the appellant that in their opinion all questions as to his liability in respect of excess profits duty had been determined. On the 5th January, 1929, the appellant appealed against that notice on the ground, *inter alia*, that the agreement of figures arrived at between the Commissioners and the appellant's accountants could not in law deprive the appellant of his statutory right to have his true liability and/or rights determined by the General or Special Commissioners on appeal, and that all questions as to his liability had not at the date of the notice been finally determined. The Special Commissioners dismissed the appeal, and the appellant now appealed against that decision.

ROWLATT, J., after referring to the agreement to pay the duty, said that the appellant now took a point of law and contended that there could be no such thing as a final determination without an assessment. The legislation was very special, and the question was what was the meaning of "finally determine." In the present case the parties had met and made an agreement with the intention on both sides that it should govern the matter, and if the formality had been gone through of putting the assessment on the book it would not have been possible for him or any court to disturb the findings of the Commissioners. Exactly what had been done was what was intended and would have been done if the assessment had been put on the book. All that was wanted was an entry of the assessment in the book; it would have been very much better if that matter had been regularised by an assessment, but he did not see how the failure to do so advantaged the appellant. The appeal was dismissed, with costs.

COUNSEL: *Wilfrid Greene*, K.C., *Raymond Needham*, K.C., and *J. S. Scrimgeour*, for the appellant; the *Attorney-General* (*Sir William Jowitt*, K.C.) and *R. P. Hills*, for the Commissioners.

SOLICITORS: *Pritchard & Sons*, for *Andrew M. Jackson and Co.*, Hull; *the Solicitor of Inland Revenue.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

JUDGE AND JAZZ BAND.

When a complaint was made to Mr. Justice Eve in the Chancery Division on Tuesday, 29th July, with regard to the noise of a corn-grinding machine, says *The Morning Post*, he said "It may be offensive to some people, but it is not so offensive to me as a jazz band. I would sooner hear a corn mill grinding all day than listen to a jazz band for an hour."

Parliamentary News.

Progress of Bills.

House of Lords.

Adoption of Children (Scotland) Bill.
Read the Third Time and passed. [28th July.
Air Transport (Subsidy Agreements) Bill.
Read the Third Time and passed. [15th July.
Coal Mines Bill.
Commons Amendment to Lords Amendment considered and agreed to. [23rd July.
Criminal Appeal (Northern Ireland) Bill. [H.L.]
Returned from the Commons, agreed to. [25th July.
Education (Scotland) Bill.
Read the Third Time and passed. [28th July.
Finance Bill.
Read a Second Time. [29th July.
Hairdressers and Barbers (Sunday Closing) Bill.
Read the Third Time and passed. [25th July.
Housing (No. 2) Bill.
Read the Third Time and passed. [28th July.
Housing (Scotland) Bill.
Read the Third time with the amendments, and passed and returned to the Commons. [29th July.
Illegitimate Children (Scotland) Bill.
Read the Third Time and passed. [8th July.
Isle of Man Customs (No. 2) Bill.
Read the Third Time and passed. [25th July.
Land Drainage (No. 2) Bill. [H.L.]
Read the Third Time and passed, and sent to the Commons. [3rd June.
Mental Treatment Bill. [H.L.]
Royal Assent. [10th July.
Navy and Marines (Wills) Bill.
Read the Third Time and passed. [28th July.
Overseas Trade Bill.
Read the Third Time and passed. [15th July.
Poor Prisoners Defence Bill.
Read the Third Time and passed, as amended, and returned to the Commons. [8th July.
Public Works Facilities Bill.
Read the Third Time with amendments, and passed and returned to the Commons. [30th July.
Public Work Loans Bill.
Read a Second Time and committed. [28th July.
Railways (Valuation for Rating) Bill.
Royal Assent. [10th July.
Road Traffic Bill. [H.L.]
Commons Amendment agreed to. [30th July.
Sea Fisheries Regulation (Expenses) Bill.
Read the Third Time and passed. [28th July.
Third Parties (Rights against Insurers) Bill.
Royal Assent. [10th July.
Unemployment Insurance (No. 4) Bill.
Read the Third Time and passed. [30th July.
Workmen's Compensation (Silicosis and Asbestosis) Bill.
Commons Amendment agreed to. [22nd July.

House of Commons.

Adoption of Children (Scotland) Bill.
As amended (in the Standing Committee) read the Third Time and passed. [18th July.
Appropriation Bill.
Read a Second Time. [31st June.
Criminal Appeal (Northern Ireland) Bill. [H.L.]
Read the Third Time and Passed. [24th July.
Education Bill.
Read a Second Time. [29th May.
Employment Returns Bill.
Read a Second Time. [24th June.
Finance Bill.
Read the Third Time and passed. [29th July.
Housing (Scotland) Bill.
Lords amendments considered. [30th July.
Housing (No. 2) Bill.
Lords amendments considered. [30th July.
Illegitimate Children (Scotland) Bill.
Lords Amendments considered and agreed to. [21st July.
Isle of Man (Customs) (No. 2) Bill.
Read the Third Time and passed. [22nd July.
Land Drainage (No. 2) Bill. [H.L.]
Read the Third Time and passed. [28th July.
Land Drainage (No. 2). [Money.]
Considered in Committee. [27th June.
Loss of Employment (Compensation) Bill.
Read the First Time. [23rd July.

Mental Treatment Bill. [H.L.]
Lords Amendments to Commons Amendments considered and agreed to. [20th June.
Navy and Marines (Wills) Bill.
Read the Third Time and passed. [21st July.
Overseas Trade Bill.
Read the Third Time and passed. [20th June.
Petroleum Bill.
Read a Second Time and committed to a Standing Committee. [10th July.
Pluralities Measure, 1930.
Motion for Presentation for Royal Assent after debate, agreed to. [26th June.
Poor Prisoners' Defence Bill.
Lords Amendments considered and agreed to. [21st July.
Public Works Loans Bill.
Considered in Committee. [11th July.
Public Works Facilities Bill.
Read a Second Time. [11th July.
Rating and Valuation (Apportionment) Act (1928) Amendment Bill.
Read the First Time. [23rd July.
Rent and Mortgage Interest Restrictions Act (1923) Amendment Bill.
Read the First Time. [16th July.
Reservoir Safety Provisions Bill [H.L.].
As amended in the Standing Committee, considered, read the Third Time, and passed. [30th July.
Road Traffic (Re-committed) Bill. [H.L.]
Lords Amendments to Commons Amendments and Lords Reasons for disagreeing to certain Commons Amendments, considered. [28th July.
Sea Fisheries Regulation (Expenses) Bill.
Considered in Committee and reported without Amendment. Read the Third Time and passed. [15th July.
Small Landholders (Scotland) Acts (1866 to 1919) Amendment Bill.
As amended (in the Standing Committee), considered. [23rd May.
Solicitors (Clients' Accounts) Bill.
Read the First Time. [9th July.
Unemployment Insurance (No. 4) Bill.
Read the Third Time and passed. [28th July.
Workmen's Compensation (Silicosis and Asbestosis) Bill.
As amended (in the Standing Committee), considered.
Read the Third Time and passed. [15th July.

Questions to Ministers.

JUVENILE OFFENDERS.

Mr. McSHANE asked the Home Secretary whether he proposes to institute an inquiry into the entire question of juvenile offenders and the proceedings of juvenile courts.

Mr. CLYNES: I would remind my hon. Friend that the ground has already been covered by the Departmental Committee on the Treatment of Young Offenders, which was appointed by my predecessor in 1925, and which issued its report in 1927. It is the intention of the Government to give effect to the recommendations of this Committee as soon as time can be found for the necessary legislation. [24th July.

TRADE FACILITIES ACTS.

Mr. PALMER (for Mr. Mills) asked the Prime Minister if he will consider the re-enactment of the Trade Facilities Acts.

Mr. PETHICK-LAWRENCE; As my hon. Friend is aware, Part I of the Development (Loan Guarantees and Grants) Act, 1929, affords assistance to statutory public utility companies in this country either by way of guarantee as under the Trades Facilities Acts or, as an alternative, by way of grants in respect of interest payments. The reasons for not reviving a system of guarantees for ordinary companies were explained by my right hon. Friend the Secretary of State for Dominion Affairs during the course of the debates on the Development Act and I cannot usefully add to the statement then made. I will send my hon. Friend a copy of the statement I refer to. [28th July.

LAND VALUATION BILL.

In reply to Major GRAHAM POLE, Mr. PETHICK-LAWRENCE said: I am circulating a draft of the Land Valuation Bill for the information of Members. I shall, of course, be glad to consider, before the time comes for its re-introduction, any suggestions which may be made to me and to make any alterations which may seem desirable in the light of those suggestions, and of further consideration. [24th July.

WORKS COUNCILS (No. 2) BILL.

Mr. MANDER asked the Prime Minister whether he will grant facilities for the further stages of the Works Councils (No. 2) Bill.

The PRIME MINISTER: In view of the state of public business, I see no prospect of time being found for this Bill. [24th July.

RUSSIA (DEBTS AND CLAIMS).

Mr. SMITHERS asked the Secretary of State for Foreign Affairs how many sub-committees have been set up to deal with Russian debts and claims; and will he give the names of those appointed to serve on each sub-committee.

Mr. DALTON: There will, as at present arranged, be four sub-committees. The British representatives on these sub-committees will consist of a chairman, who will be a member of the main committee, and of other persons, not necessarily members of the main committee, specially acquainted with the questions at issue. The personnel of the sub-committees is now in process of formation. [24th July.

CRIMINAL INVESTIGATION DEPARTMENT (NIGHT CLUBS).

Mr. DAY asked the Home Secretary whether any changes have taken place during the last twelve months in the organisation of the Metropolitan Police force for the purpose of dealing with night clubs, gaming, and other disorderly houses; and whether these changes have necessitated any increase in the strength of the uniform branch of the Criminal Investigation Department.

Mr. CLYNES: There has been no change in organisation and no increase of strength in the Criminal Investigation Department in connexion with this work. There is no uniform branch of the department. [24th July.

The Manchester Law Society.

The annual general meeting of the Society was held at Manchester on Tuesday, 22nd July.

The PRESIDENT, Mr. K. H. Atkinson, in opening his address, stressed the importance to provincial societies of a full membership. Without the influence and authority of numbers, local societies were heavily handicapped in their work, and it was only through these societies that the voice of the provinces could forcibly and effectually make itself heard.

Reviewing the activities of the Society in the past twelve years, during which he had been an officer, he made special reference to the work of the council in the early years of his secretaryship in connexion with the right to deliver lump sum bills and the permanent increase in the scales of charges and to the benefits accruing to conveyancing solicitors in the district from the inclusion (*inter alia*) in the new conveyancing statutes of provisions implying covenants, power and remedies in assurances of property subject to rent-charges and ground rents. These provisions had been pressed for on the initiative of this Society and persisted in in spite of discouragement. The value of the care and thought expended on the Society's revised conditions of sale necessitated by the legislation of 1925 was evidenced by the fact that over 56,000 copies had already been sold. The profession might also well be proud of the great work voluntarily accomplished by the Poor Persons' Rules Committees and the solicitors on their rotas. The local committee, under the able secretaryship of Mr. K. T. S. Dockray, had already dealt with upwards of 1,500 applications, involving over 6,000 interviews and over 5,000 letters.

Turning to the work of the past year, which a perusal of the council's report would show to have been a busy one, the President said he would confine himself to two subjects, both of which were still engaging the anxious attention of the council.

The first matter concerned the registration of charges on land under the Companies Act, 1929. Section 79 of the Act practically reproduced a section of the Companies Act, 1908, which made void every charge on land created by a company after 1st July, 1908, as a security on the property against a liquidator or creditors unless the prescribed particulars were registered. Sections 81 and 91 carried the matter much further, s. 81 providing that whenever a company acquired land already subject to a charge, which, if created by the company, would require to be registered, the prescribed particulars must be registered, and s. 91, that if a company, before 1st November, 1929, acquired any property subject to

a similar charge, the prescribed particulars were to be registered on or before 1st May, 1930, a penalty of £50 for every day's default being incurred by the company and its officers. If therefore it were held that "charges" in the sections included rent-charges, it was a matter of supreme importance to every company owning freehold property of any kind subject to a rent-charge or part of a rent-charge, even if the property were indemnified against payment of it. In the view of the council, rent-charges though possibly within the letter of the sections, could hardly have been intended to be affected by them and were not within the mischief sought to be remedied, having regard to expressions in the Act such as "repayment of the money secured by" and "satisfying" the charge. The council were endeavouring to obtain an amending Act to clarify the position, and a report of the conveyancing committee prepared with this object would be annexed to the annual report.

The second subject was that of defalcations by solicitors. After shortly reviewing the history of the matter previous to the preparation of the Solicitors Bill 1930, and its submission by The Law Society to its members at the annual meeting on 4th July, the President said that he did not himself regard as of much importance the deletion as a result of a vote at that meeting of the clauses relating to special accounts as rules requiring such accounts to be kept would be quite ineffective to prevent fraud. He thought however, that the Bill could be greatly improved both from the point of view of the profession and the public. It provided, in effect, for a fund by compulsory levy to be dispensed *ex gratia* at the benevolent discretion of the Council of The Law Society for the time being. He would prefer to see the fund raised and dealt with on some such lines as that raised by New Zealand solicitors, whose Act and the rules made under it, impressed him as carefully and thoughtfully prepared.* The fund in their case was raised by a definite annual sum paid by each member, and though there was power to make special levies, no member could be liable for more than £10 in any one year or for more than £50 throughout his professional life, and definite rules were laid down as to admissibility and priority of claims.

On the other hand, sufficient importance was not in his view and that of his council given to means of preventing fraud. No power was apparently given by the Bill to enable The Law Society to investigate the affairs and accounts of a solicitor against whom complaint was made or to require his attendance except by means of the expensive and comparatively cumbersome procedure under the Solicitors Act, 1919. He considered such a power with proper safeguards against vexatious and frivolous complaints one of the few practical ways of helping to prevent fraud. It was well known that in many cases responsible complaints were made before a man went down and The Law Society should have power to enquire confidentially into all such complaints and to suspend the solicitor from practising in default of a satisfactory explanation.

Mr. Atkinson concluded by referring to the cordial and sympathetic co-operation which he had received throughout his year of presidency. The valued friendships he had formed during his twelve years as an officer of the society would make those years an unforgettable experience and a delightful memory.

The following officers of the society were elected :— President, Mr. F. S. Stancliffe ; Vice-President, Mr. A. R. Moon ; Hon. Treasurer, Mr. W. E. M. Mainprice ; Hon. Secretary, Mr. A. H. Goulty.

[* We dealt with the (New Zealand) Law Practitioners Amendment (Solicitors Fidelity Guarantee Fund) Act, 1929, in our issue of 3rd May, 1930 (74 Sol. J., p. 275).—Ed., *Sol. J.*]

Long Vacation, 1930.

HIGH COURT OF JUSTICE.

Notice.

During the Vacation, up to and including Friday, the 5th September, all applications "which may require to be immediately or promptly heard," are to be made to The Hon. Mr. Justice Humphreys.

Court Business.—The Hon. Mr. Justice Humphreys will, until further notice, sit in The Lord Chief Justice's Court, Royal Courts of Justice, at half-past 10 on Wednesday in each week commencing on Wednesday, 6th August, for the purpose of hearing such applications of the above nature, as, according to the practice in the Chancery Division, are usually heard in Court.

Papers for use in Court.—Chancery Division.—The following Papers for the Vacation Judge are required to be left with the Cause Clerk in attendance at the Chancery Registrars' Office, Room 136, Royal Courts of Justice, on or before 1 o'clock, two days previous to the day on which the application to the Judge is intended to be made :—

1.—Counsel's certificate of urgency or note of special leave granted by the Judge.

2.—Two copies of notice of motion, one bearing a 5s. adhesive stamp.

3.—Two copies of writ and two copies of pleadings (if any).

4.—Office copy affidavits in support, and also affidavits in answer (if any).

No Case will be placed in the Judge's Paper unless leave has been previously obtained or a Certificate of Counsel that the Case requires to be immediately or promptly heard, and stating concisely the reasons, is left with the papers.

N.B.—Solicitors are requested when the application has been disposed of, to apply at once to the Judge's Clerk in Court for the return of their papers.

Urgent Matters when the Judge is not present in Court or Chambers.—Application may be made *in any case of urgency* to the Judge personally (if necessary), or by post or rail, prepaid, accompanied by the brief of Counsel, office copies of the affidavits in support of the application, and also by a Minute, on a separate sheet of paper, signed by Counsel, of the order he may consider the applicant entitled to, and also an envelope, sufficiently stamped, capable of receiving the papers, addressed as follows : "Chancery Official Letter : To the Registrar in Vacation, Chancery Registrars' Office, Royal Courts of Justice, London, W.C.2."

The address of the Vacation Judge can be obtained on application at Room 136, Royal Courts of Justice. Vacation Registrar, Mr. Andrews (Room 188).

Chancery Chamber Business.—The Chancery Chambers will be open for Vacation business on Tuesday, Wednesday, Thursday and Friday in each week, from 10 to 2 o'clock.

King's Bench Chamber Business.—The Hon. Mr. Justice Humphreys will sit for the disposal of King's Bench business in Judge's Chambers at 11 a.m. on Tuesday in each week.

Probate and Divorce.—Summonses will be heard by the Registrar, at the Principal Probate Registry, Somerset House, every day during the Vacation at 11.15 (Saturdays excepted).

Motions will be heard by the Registrar on Wednesdays, the 13th and 27th August, and the 10th and 24th September, at the Principal Probate Registry at 12.15.

Decrees will be made absolute on Wednesdays, the 6th and 20th August, the 3rd and 17th September and the 1st October.

All Papers for making Decrees absolute are to be left at the Contentious Department, Somerset House, on the preceding Thursday, or before 2 o'clock on the preceding Friday. Papers for Motions may be lodged at any time before 2 o'clock on the preceding Friday.

The Offices of the Probate and Divorce Registries will be opened at 10 a.m. and closed at 4 p.m. except on Saturdays, when the Offices will be opened at 10 a.m. and closed at 1 p.m.

Legal Notes and News.

Honours and Appointments.

Mr. Harold Chubb, LL.B. (Lon.), Assistant Solicitor in the Department of the Town Clerk of Hackney (Mr. R. H. R. Tee, LL.D.), has been appointed Clerk to the Wood Green Urban District Council.

Mr. Allan (or Alan) Royle, Second Assistant Solicitor in the Department of the Town Clerk of Stockport (Mr. Robert Hyde), has been appointed Assistant Solicitor in the office of Mr. W. H. Tyrer, O.B.E., LL.B., Town Clerk of Wigan.

Mr. John Alun Davies, B.A., LL.B., Solicitor, Newport (Mon.), has been appointed Assistant Solicitor in the office of Mr. Walter Moon, Town Clerk of Liverpool. Mr. Davies was admitted in 1926.

Mr. Harry Collison, Barrister-at-Law, has been elected Master of the Grocers' Company. Mr. Collison was called to the Bar in 1894.

Professional Announcements.

(2s. per line.)

Mr. James Scott, Solicitor in the Supreme Courts of Scotland, a member of the firm of Robert Stewart & Scott, S.S.C. and N.P., of 1, Rutland-square, Edinburgh, being continuously in London for the performance of his duties as Member of Parliament, has arranged for accommodation

at the offices of his London correspondents, Messrs. Tredgolds, 71, Lincoln's Inn-fields, W.C.2, where he will be happy to advise on matters of Scottish law and procedure.

Messrs. ELKIN HENRIQUES and HARFORD, Solicitors, removed from 3, Salter's Hall Court, Cannon-street, E.C., to 35, Queen Victoria-street, E.C., on the 30th July. Telephone Number, Central 7803.

ADDRESS TO AMERICAN JUDGES IN MIDDLE TEMPLE HALL.

A party of American judges and lawyers, who are at present in London making an investigation into English legal procedure, visited the Middle Temple Hall, where they were addressed by Sir George Bonner, the Senior Master of the Supreme Court, and King's Remembrancer. The members of the party included Judge Crawford D. Bennett, of Oklahoma, Judge Olmstead, of Missouri, and Judge Smith, of North Dakota. Sir Robert McCall, K.C., presided.

A detailed account of the work which comes before a Master in Chambers, of the procedure at the hearing of summonses, and the various orders made, was given by Sir George Bonner.

Judge Bennett, in expressing the thanks of the party, said that in America very much less court work was done in chambers. He felt that much of the procedure before the Masters in the English courts might be adopted with advantage in the courts in the middle west, where cases were frequently postponed from term to term.

SHIPOWNERS' LIABILITY, ETC.

The President of the Board of Trade received, on 21st July, a deputation from the British Maritime Committee of the Comité Maritime Internationale on the subject of the three Conventions signed at Brussels in 1926 on Limitation of Shipowners' Liability, Maritime Mortgages and Liens, and Immunity of State-owned Ships.

The deputation was introduced by The Rt. Hon. Sir Leslie Scott, K.C., and was supported by representatives of the Association of British Chambers of Commerce, the Federation of British Industries, Lloyds, the British Bankers' Association, and the Shipowners' Parliamentary Committee. The deputation pointed out that four years had elapsed since these Conventions were signed and said that the commercial community attached very great importance to their being ratified at the earliest possible moment.

The President, in his reply, said there was no question as to the merits or value of these Conventions, which had been signed on behalf of His Majesty's Government, and the delay had arisen through the difficulty in getting the necessary legislation drafted and in finding time for its passage through Parliament. Every effort would be made to press on with the drafting of the necessary measures and with such consultations as would have to take place on the draft Bills with the interests concerned. What further progress could be made would depend on the state of Parliamentary business and the amount of the opposition, if any, which the draft Bills encountered.

INDIAN JUDGE KNIGHTED.

The King conferred the Accolade of Knighthood upon Mr. Justice Arthur Page at Buckingham Palace on Monday, 28th July. Sir Arthur has been Puisne Judge in Calcutta since 1924.

VISCOUNT OF JERSEY.

The *London Gazette* announced on Friday, 18th July, the appointment of Mr. Charles Sydney le Gros, advocate of the Royal Court of Jersey, to be Viscount of the Isle of Jersey, in succession to the late Mr. E. Toulmin Nicolle.

The Viscount, or Prevot, is one of the Law Officers of the Crown in Jersey, and, with the Attorney-General and Solicitor-General, has the right of sitting in the States (or Parliament), but not of voting.

ORDER FOR FRESH INQUEST.

Colonel H. Bradwell, the County Coroner for Nottingham, on Wednesday received a Crown Office order to hold a second inquest on Mrs. Grace Maud Chetwin, who at the first inquest held by the City Coroner (Mr. C. L. Rothera) was found to have been "killed by falling backwards downstairs at home while under the influence of drink."

This inquest formed the subject of an action in the King's Bench Division last Thursday, when the Court quashed the proceedings and ordered another inquest.

The date of the new inquest has not been fixed.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (1st May, 1930) 3%. Next London Stock Exchange Settlement Thursday, 14th August, 1930.

	Middle Price 30th July 1930.	Flat Interest Yield.	Approximate Yield with redemption.
English Government Securities.		£ s. d.	£ s. d.
Consols 4% 1957 or after	88	4 10 11	—
Consols 2½%	55½	4 10 6	—
War Loan 5% 1929-47	103½	4 16 7	—
War Loan 4½% 1925-45	99½	4 10 6	4 11 9
War Loan 4% (Tax free) 1929-42	102	3 18 5	3 16 6
Funding 4% Loan 1960-90	90½	4 8 5	4 9 0
Victory 4% Loan (Available for Estate Duty at par) Average life 35 years	95½	4 3 9	4 5 0
Conversion 5% Loan 1944-64	104⅝	4 15 6	4 14 3
Conversion 4½% Loan 1940-44	99	4 10 11	4 12 0
Conversion 3½% Loan 1961	79¼	4 8 4	—
Local Loans 3% Stock 1912 or after	65	4 12 4	—
Bank Stock	256½	4 13 7	—
India 4½% 1950-55	85	5 5 11	5 12 6
India 3½%	62	5 12 11	—
India 3%	53	5 13 2	—
Sudan 4½% 1939-73	95	4 14 9	4 15 6
Sudan 4% 1974	86	4 13 0	4 15 6
Transvaal Government 3% 1923-53 (Guaranteed by British Government, Estimated life 15 years.)	83½	3 11 10	4 2 3
Colonial Securities.			
Canada 3% 1938	90	3 6 8	4 10 0
Cape of Good Hope 4% 1916-36	95	4 4 3	4 19 0
Cape of Good Hope 3½% 1929-49	83	4 4 4	4 17 6
Ceylon 5% 1960-70	101	4 19 0	4 19 0
Commonwealth of Australia 5% 1945-75	89½	5 11 9	5 12 6
Gold Coast 4½% 1956	93	4 16 9	4 19 9
Jamaica 4½% 1941-71	94	4 15 9	4 17 0
Natal 4% 1937	96	4 3 4	4 14 9
New South Wales 4½% 1935-45	81½	5 10 5	6 8 6
New South Wales 5% 1945-65	87½	5 14 3	5 17 0
New Zealand 4½% 1945	97	4 12 9	4 16 0
New Zealand 5% 1946	102	4 18 0	4 17 6
Nigeria 5% 1950-60	102	4 18 0	4 17 6
Queensland 5% 1940-60	86½	5 15 7	5 19 0
South Africa 5% 1945-75	100	5 0 0	5 0 0
South Australia 5% 1945-75	87½	5 14 3	5 15 6
Tasmania 5% 1945-75	86½	5 15 7	5 17 0
Victoria 5% 1945-75	87½	5 14 3	5 15 6
West Australia 5% 1945-75	86½	5 15 7	5 17 0
Corporation Stocks.			
Birmingham 3% on or after 1947 or at option of Corporation	63	4 15 3	—
Birmingham 5% 1946-56	103	4 17 1	4 16 0
Cardiff 5% 1945-65	102	4 18 0	4 17 6
Croydon 3% 1940-60	72	4 3 4	4 15 0
Hastings 5% 1947-67 (First full half year's Dividend in October, 1930.)	103	4 17 1	4 15 9
Hull 3½% 1925-55	79	4 8 7	4 19 6
Liverpool 3½% Redeemable by agreement with holders or by purchase	74	4 14 7	—
London City 2½% Consolidated Stock after 1920 at option of Corporation	53	4 14 4	—
London City 3% Consolidated Stock after 1920 at option of Corporation	64	4 13 9	—
Manchester 3% on or after 1941	64	4 13 9	—
Metropolitan Water Board 3% "A" 1963-2003	63	4 9 7	—
Metropolitan Water Board 3% "B" 1934-2003	67	4 9 7	—
Middlesex C.C. 3½% 1927-47	84	4 3 4	4 6 6
Newcastle 3½% Irredeemable	73	4 15 11	—
Nottingham 3% Irredeemable	63	4 15 3	—
Stockton 5% 1946-66	100	5 0 0	5 0 0
Wolverhampton 5% 1946-56	101	4 19 0	4 18 9
English Railway Prior Charges.			
Gt. Western Rly. 4% Debenture	81	4 18 9	—
Gt. Western Rly. 5% Rent Charge	99	5 1 0	—
Gt. Western Rly. 5% Preference	96	5 4 2	—
L. & N.E. Rly. 4% Debenture	75	5 6 8	—
L. & N.E. Rly. 4% 1st Guaranteed	71	5 12 8	—
L. & N.E. Rly. 4% 1st Preference	59½	6 14 6	—
L. Mid. & Scot. Rly. 4% Debenture	79½	5 0 8	—
L. Mid. & Scot. Rly. 4% Guaranteed	76	5 5 3	—
L. Mid. & Scot. Rly. 4% Preference	66½	6 0 4	—
Southern Railway 4% Debenture	80	5 0 0	—
Southern Railway 5% Guaranteed	99	5 1 0	—
Southern Railway 5% Preference	90½	5 10 6	—

VALUATIONS FOR INSURANCE. It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is frequently very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM STORR & SONS (LIMITED)**, 26, King Street, Covent Garden, W.C.2, the well-known chattel valuers and auctioneers (established over 100 years), have a staff of expert valuers and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, bric-a-brac, a speciality. 'Phones: Temple Bar 1181-2.

EX-OFFICERS AND OTHER RANKS.

THE Proprietors of The Solicitors' Journal have placed this space at the disposal of THE BRITISH LEGION OFFICERS' ASSOCIATION, EMPLOYMENT BUREAU, 3-4, Clement's Inn, Strand, London, W.C.2 (Telephone Holborn 5769), to whom all replies should be addressed, quoting number of advertisement, date of insertion and the name of this paper.

ENGLISH GRAIN TRADE. — Appointment desired by ex-officer, many years' experience management Eastern Counties agricultural merchants' business, excellent judge malting barley; widely known on country markets and to brewers and maltsters. Good organiser 12151

EX-OFFICER, Capt. M.C., Mech. Alluv. Mining Engineers, unable to carry on professional or manual labour through heart trouble, desires post in drawing office; five-six years' experience D.O. control, routine, charts, statistics, map and survey. Neat, accurate and rapid tracer; preferably with alluvial mining company, or estate work. 12165

EX-INFANTRY Officer, from Argentine would act as guide, interpreter, courier to South American visitors, and others. Good linguist. 10918

EX-OFFICER, age 35 years, practical painter and decorator, would like to represent reputable firm of paint manufacturers on salary and commission basis, 12129

RETIRED Regular Army, D.S.O., and Bar, educated Repton, age 48, fit and active, seeks employment position of trust. Large experience horses, polo ponies and hunters. Good veterinary knowledge. Successful motor car salesman; knowledge of farming. Good appearance. Would represent firm at home or abroad. 12168

SOLICITOR, admitted 1919, ex-officer, married, chiefly experienced in property, desires any suitable position (outdoor). 9165

PRACTICES AND PARTNERSHIPS.

FOR SALE.—Old-established conveyancing and general practice in country town in East Anglia. Excellent opportunity.—Box 494, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR desires to purchase old-established general and conveyancing practice in or near London showing substantial profits; or early succession.—Box 99, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR (35), M.A., Oxon, Commissioner for Oaths, desires partnership in old-established Conveyancing and General Country Practice; preferably in Chester or neighbouring counties. Wide experience in conveyancing, trust and family business and general practice. Able to introduce business; necessary capital available.—Box 246, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR, practising own account, desires to purchase established progressive Conveyancing and General Practice producing average net profit £1,000 per annum in London.—Box 124, Solicitors' Journal, 29 Breams-buildings, E.C 4.

NOTICE.

The business of the late Mr.

R. P. ATTENBOROUGH,

of 62, SHAFTESBURY AVENUE, has been transferred to Mr.

T. M. SUTTON,

of 156, VICTORIA STREET, opposite the UNDERGROUND RAILWAY, VICTORIA, where all business will receive prompt attention.

ESTABLISHED 1800.

Telephone No.: VICTORIA 0310.
Bankers: LLOYDS BANK AND NATIONAL BANK.

EXCEPTIONAL opportunity available in consequence of death of junior partner for gentleman, not under 35, to acquire interest in old-established family conveyancing and general practice in the North, centre of important agricultural district. State age, with full particulars of experience and references, and capital available.—"Bona fide," Box 509, Solicitors' Journal, 29, Breams-buildings, E.C.4.

ARTICLED CLERKS, &c.

OLD-ESTABLISHED Conveyancing firm in Midland county town require Articled Clerk. Public school man preferred. Personal supervision of experienced partner. Premium 150 guineas. Nice locality. Good prospects.—Box 480, Solicitors' Journal, 29, Breams-buildings, E.C.4.

VACANCY in newly established Manchester office for energetic articled clerk; personal supervision and tuition assured: premium essential.—Box 314, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR, with busy and growing general practice, has vacancy for Articled Clerk. Personal supervision. Premium required, part returned.—Apply, Box 146, Solicitors' Journal, 29 Breams-buildings, E.C.4.

SOLICITOR, general practice and clerk to local authority in growing South Coast town, has vacancy for articled clerk. Public school man preferred. Good prospects for suitable man used to country life.—Box No. 87, Solicitors' Journal, 29, Breams-bldgs., E.C.4.

SOLICITORS have vacancy for an Articled Pupil of good address; clear prospects; premium £250 (part returnable as salary).—Write Box 503, Solicitors' Journal, 29, Breams-buildings, E.C.4.

INFORMATION REQUIRED.

2s. per line.

"We are obliged to you for your letter of the 16th inst. and have pleasure in sending you herewith our cheque in respect of the insertion in the current issue.

"We may add that as a result of the advertisement we received a letter before 12 o'clock on Saturday giving us information which will probably be extremely helpful to our client."

Yours, R. & Co.

Gray's Inn, W.C.1.
21st May, 1930.

SARAH IDE, deceased, late of 14, Harefield Road, Crouch End.—Will anyone possessing a Will or Draft Will made by the above-named in May, 1926, or having any knowledge of the existence of such, communicate with Box 496, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SWALE.—Information is required as to the present ADDRESSES of the Misses EDITH and ADELAIDE SWALE or any information might assist.—Reply to Gush, Phillips, Walters and Williams, 5, Throgmorton-avenue, London, E.C.2, Solicitors.

HARDWICK, STANLEY.—If Mr. Stanley Hardwick, son of the late Digby Hardwick, will COMMUNICATE with Warren, Upton and Garside, Market Drayton, Shropshire, he will hear of something to his advantage. Malay papers, please copy.

DR. HOWARD TREVELYAN GEORGE, deceased, late of 33, Ampthill-Square, N.W.1, and 2, St. Andrew's-place, Cardiff. Anyone who prepared or witnessed or has any knowledge of a Will of the above-named deceased, dated subsequently to 29th December, 1924, is asked to communicate immediately with Messrs. W. G. Howell & Co., 19, St. Andrew's-crescent, Cardiff.

LAW BOOKS.

FOR SALE.—English and Empire Digest, complete, in perfect condition. Offers wanted.—Box 506, Solicitors' Journal, 29, Breams-buildings, E.C.4.

OFFICES.

SUITE OF OFFICES, comprising two or three rooms, vestibule and private lavatory if required. Quiet, light rooms. Inclusive rental £275 per annum. —Apply House Property and Investment Co., Ltd., 3, St. Bride-street, E.C.4. City 9113.

INVESTMENTS.

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